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## Request for Quote

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# **PROJECT MANUAL**

Solicitation RD26-35

## **Roof Replacement**

**LaSalle Apartments Management Building**



ST. LOUIS  
**HOUSING**  
AUTHORITY

June 9, 2026

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## Request for Quote

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### Administrative Specifications

Solicitation RD26-35

## Roof Replacement

LaSalle Apartments Management Building



ST. LOUIS  
**HOUSING**  
AUTHORITY

June 9, 2026

# **PROJECT MANUAL**

## **Roof Replacement**

LaSalle Apartments Management Building

SOLICITATION NO: RD26-35

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**SECTION 001000**

**Request for Quote**

**Request for Quotes  
Solicitation RD26-35**

**St. Louis Housing Authority  
Roof Replacement**

LaSalle Apartments Management Building

The St. Louis Housing Authority is soliciting quotations from qualified contractors to provide all materials and labor required as described below.

**PROJECT DESCRIPTION / SCOPE OF WORK**

The General Scope of Work for this project will consist of, but not be limited to, removal and replacement of existing asphalt single roofs, drip edges, and ridge vents at the management building at the LaSalle Park Apartments. Gutters and downspouts will also be replaced as noted on plans. Performance period to be 60 days.

Bid documents will be available at the following websites: <https://www.slha.org/partner-with-slha/>

**Bidder Registration**

Bidders are required to register as a planholder at <https://forms.gle/3ir6SYyxZtRFhcG77>. **Addenda will be automatically sent to those on the Planholder List. Bids from companies not registered on the list before Bids are opened will be disqualified.**

**Pre-Bid Conference**

A pre-bid conference will be held on site at **10:00 AM (local time), Tuesday, July 9, 2026** at the LaSalle Apartments Management Building at 1001 Hickory Street, St. Louis, MO 63104. Site visits to all three developments will follow the meeting to allow prospective bidders to familiarize themselves with the existing conditions. Although attendance at the Pre-bid Conference is not mandatory, participation is strongly encouraged.

**Bid Due Date**

**Bids will be received until 1:00 PM (local time) Tuesday, July 23, 2026. A physical copy of the bid must be submitted to our offices at 3520 Page Blvd, Saint Louis, MO 63106.**

The SLHA reserves the right to reject any or all bids, to waive informalities or irregularities in any bid, to advertise for new bids, or to proceed to do the work by other means, as may be determined to be in the best interest of the Authority.

**The Authority intends to award the company with the lowest responsive and responsible bid a fixed price contract for furnishing all materials, equipment, labor, and supervision required to complete the work set out in this request for bid and the contract documents.**

The work is to be funded by U.S. Department of Housing and Urban Development (HUD), and the contract administered by the St. Louis Housing Authority. HUD reserves the right to approve the contractor selected by the Authority.

**Retail sales tax should not be included in your quote schedule of values, alternates, and fixed unit pricing. A tax letter will be provided to the successful bidder.**

All technical questions must be submitted in writing and **sent to the e-mail contact included below.**

|                     |                             |                          |                                                              |
|---------------------|-----------------------------|--------------------------|--------------------------------------------------------------|
| Lisa Selligman, AIA | St. Louis Housing Authority | Capital Projects Manager | <a href="mailto:lselligman@slha.org">lselligman@slha.org</a> |
|---------------------|-----------------------------|--------------------------|--------------------------------------------------------------|

#### **AWARD/EVALUATION CRITERIA**

The following documents shall be completed by the offeror and submitted with the bid form to be considered responsive. See the Project Manual.

1. Bid Form
2. Bid Guarantee/Bond
3. Statement of Offeror's Qualifications
4. Representations, Certifications and Other Statements of Bidders (HUD-5369-A) and Previous Participation Certification (HUD-2530) if applicable.
5. Certification of Payments to Influence Federal Transactions (HUD-50071) and Disclosure of Lobbying Activities (SF-LLL)
6. Certification Regarding Debarment and Suspension (HUD-2992)
7. Certification for a Drug-Free Workplace (HUD-50070)
8. Non-Collusive Affidavit Prime Contractor Affidavit
9. Certificate of Anti-Discrimination Against Israel Act Agreement
10. Bidder/Subcontractor List Form BSL-01
11. Section 3 Solicitation Requirements

A City of St. Louis Business License will be required for all companies working on the job site prior to issuance of Notice to Proceed.

SLHA places particular importance on providing sufficient labor hours for Section 3 Workers and Targeted Section 3 Workers on the project. **Awarded vendor will be required to give a "good faith effort" to meet or exceed the 25% and 5% labor hour benchmark.**

#### **ST. LOUIS HOUSING AUTHORITY**

**BY:** Latasha K. Barnes

Executive Director/Contracting Officer

**SECTION 002000**

**HUD 5369  
INSTRUCTIONS TO BIDDERS FOR CONTRACTS  
PUBLIC AND INDIAN HOUSING PROGRAMS**

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

#### **10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

#### **11. Preconstruction Conference (applicable to construction contracts)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 002200**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

## **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

These Supplemental Instructions to Bidders are provided to give Quotation submittal clarification.

**1. BIDDER REGISTRATION**

Bidders are required to register as a planholder at <https://forms.gle/3ir6SYxZtRFhcG77>. **Addenda will be automatically sent to those on the Planholder List. Quotes from companies not registered on the list before Quotes are opened will be disqualified.**

**2. QUOTE FORMS**

Bidders are required to submit one (1) copy of the Quote Form for this solicitation, see Section 004000. Physical copies of quotation packages must be delivered in-person to:

St. Louis Housing Authority  
Development and Modernization Department  
3520 Page Blvd.  
St. Louis, MO 63106

**3. BID GUARANTEE/BOND**

Refer to Section 0020000 Instructions to Bidders for Contracts HUD-5369, Paragraph 9 for Bid guarantee/bond requirements. Bidders are required to submit one (1) Bid guarantee/bond.

**4. STATEMENT OF OFFEROR'S QUALIFICATIONS**

Review and submit the above referenced form in Section 004000. Bidders are required to submit one (1) form.

**5. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS – HUD 5369-A**

Review and submit the above referenced form in Section 004000. Bidders are required to submit one (1) form.

**6. CERTIFICATION of PAYMENTS to INFLUENCE FEDERAL TRANSACTIONS (HUD-500710 and DISCLOSURE of LOBBYING ACTIVITIES (HUD-2530)**

Review and submit the above referenced forms. Mark any items not applicable "N/A". Bidders are required to submit one (1) signed form.

**7. CERTIFICATION REGARDING DEBARMENT and SUSPENSION (HUD-2992)**

Review and submit the above referenced forms. Mark any items not applicable "N/A". Bidders are required to submit one (1) signed form.

**8. CERTIFICATION for a DRUG-FREE WORKPLACE (HUD-50070)**

Review and submit the above referenced forms. Mark any items not applicable "N/A". Bidders are required to submit one (1) signed form.

**9. NON-COLLUSIVE AFFIDAVIT PRIME CONTRACTOR**

Review and submit the above referenced forms. Mark any items not applicable "N/A". Bidders are required to submit one (1) signed form.

**10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT**

Pursuant to RSMo. § 34.600, a public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten employees.

**11. BIDDER/SUBCONTRACTOR LIST SUBMISSION REQUIREMENTS**

**Bidder Subcontractor List - Form BSL-01**

Each bidder shall complete and submit with their Proposal ***Bidder/Subcontractor List form – BSL-01***, naming those proposed subcontractors with whom the bidder, if awarded the contract, will subcontract for the performance of the work, and/or to name itself for all or part of the work. **Notice of Intent to Perform as Subcontractor and/or Material Supplier – Form BSL-02**

Prior to actual award of contract and within five (5) business days from submittal notice from Owner, the apparent low bidder, if still desiring to be considered for contract award, will be required to submit to the SLHA a Form BSL-02 from each proposed subcontractor and/or material supplier listed on **Form BSL-01 Bidder/Subcontractor List as submitted with Bid**.

Refer to Section 004000 Part 11 “Bidder/ Subcontractor List” for further instructions.

***Failure of the bidder to complete and submit the Bidder/Subcontractor List – Form BSL-01 or Notice of Intent to Perform as Subcontractor and /or Material Supplier – Form BSL-02 upon request as required shall render the bidder’s Bid non-responsive.***

**12. SECTION 3 BUSINESS AND WORKFORCE PARTICIPATION GOALS**

Contractors and/or subcontractors shall demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by making a good faith effort to meet the numerical goals set forth in this section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 business concerns.

**SECTION 3 DOCUMENT SUBMISSION REQUIREMENTS**

All Bidders must complete and submit the Section 3 Economic Opportunity Plan and Section 3 Business Certification forms with their Bid. ***Failure to do so will render a Bid non-responsive.*** Additional information is in Section 004500 Section 3 Requirements.

**13. AVAILABILITY OF SPECIFIED ITEMS**

The Contractor shall verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the work. In the event specified items will not be available, the Contractor shall notify the Authority seven (7) days prior to receipt of Quotes. If the Contractor fails to notify the Authority, the costs of delays as a result of non-availability of specified items shall not be borne by the Authority.

**14. INSURANCE**

All Contractors must within ten (10) days of “Notice of Award” meet all insurance requirements. Failure to meet all insurance requirements within the ten (10) days of “Notice of Award” may result in cancellation of the award and forfeiture of Bid Bond. Refer to Section 007300 Additional General Conditions AGC-10 for further insurance requirements.

**15. PROTEST PROCEDURES**

In addition to the required Section 002000 HUD-5369, Instruction to Bidders for Contracts, Clause 7, the following conditions shall apply to this solicitation.

**(a) DEFINITIONS**

- (1) “Interested Party” – Actual or prospective bidder whose direct economic interest would be affected by the award of the contract or by failure to award a contract.
- (2) “Filing” – Actual receipt of the original and three copies of the protest to the appropriate party (Contracting Officer in the case of a protest).
- (3) “Adverse Agency Reaction” – Any action or inaction on the part of St. Louis Housing Authority which is prejudicial to the position taken in a protest filed with the Authority. It may include but is not limited to: a decision on the merits of the protest; a procurement action such as the opening of the Quotes or receipt of Quotes, the award of a contract or the rejection of a Bid despite the pending of a protest; or the Authority’s acquiescence in and active support of continued and substantial contract performance. Adverse agency action does not include the rejection of all Quotes received by the Authority on a particular solicitation.
- (4) “Protest” – A written objection by an interested party to a solicitation for the acquisition of supplies or services or a written objection by an interested party to a proposed award of the award of a contract.
- (5) “Good Cause” – Compelling reason, beyond the protestor’s control, which has prevented the bidder from filing a timely protest.
- (6) “Contracting Officer” – The Executive Director of the St. Louis Housing Authority or his/her designee.
- (7) “Frivolous Protest” – A protest that on its face does not state a valid basis for protest (including timeliness of filing).

**(b) FILING OF PROTEST/PROCEDURES**

All protests must be in writing and include:

- (1) the name, address and telephone number of the protestor;
- (2) a signed original and at least one (1) copy;
- (3) the identity of the contracting activity;
- (4) the number of the IFB or RFP/RFQ or proposed contract;
- (5) a detailed statement of the legal and factual grounds of protest;
- (6) a specific request for a ruling by the Contracting Officer;
- (7) a statement of the form of relief requested; and

- (8) the protest must be certified and addressed as follows:

**CONTRACTING OFFICER  
ST. LOUIS HOUSING AUTHORITY  
3520 PAGE BLVD  
ST. LOUIS, MO 63106**

- (9) A protest must be filed within ten (10) business days of formal notification of award or actual constructive knowledge of “adverse agency action”.
- (10) The Authority, the protestor, or interested parties may request a conference to be held, at the sole discretion of the Contracting Officer, on the merits of the protest. If the Contracting Officer agrees to hold a conference, it will be scheduled no later than five (5) business days after receipt of the protest. The Contracting Officer may also request a conference at any time during the proceedings if needed to clarify the issues.
- (11) A final written decision by the Contracting Officer will be issued within thirty (30) business days from the date the protest is received, unless the Contracting Officer determines and states in writing the reasons why a longer period of time is necessary.
- (12) The Contracting Officer can dismiss any protest in a summary fashion if it is determined to be untimely, frivolous, or if on its face, it does not state a valid basis for protest.

**(c) PROTESTS PRIOR TO AWARD**

- (1) Any protest involving alleged defects in solicitation documents must be submitted prior to the Bid opening or Bid submittal date.
- (2) The protest must comply with Section 11(b) items (1) thru (9).
- (3) The Authority must notify all Bidders who might become eligible for award that a protest has been filed. The notice, if appropriate, will request that Bidders extend the time period within which their Bid can be accepted.
- (4) The award of the contract shall not be made until the protest is resolved, unless the Contracting Officer of the Authority determines:
- (a) there are urgent and compelling circumstances significantly affecting the interests of the Authority,
  - (b) the contract is urgently needed,
  - (c) performance will be unduly delayed by a failure to award promptly, or
  - (d) a prompt award will otherwise be advantageous to the Authority.
- (5) No protests shall be allowed if the Authority discovers an error of significance in the specifications and supporting documentation and as a result terminates the solicitation process.

**(d) PROTEST AFTER AWARD**

- (1) If any protest is received after the contract has been awarded, but within ten (10) business days of that award, the Authority will direct the contractor who has been awarded the contract to suspend performance.
- (2) The Authority must notify all Bidders who might have been eligible for an award that a protest has been filed.

- (3) The Executive Director of the Authority may authorize performance and continuance of performance by making a written finding that performance of the contract is in the best interest or is urgent and compelling.
- (4) No protest shall be allowed if the Authority discovers an error of significance in the specifications and supporting documentation and as a result terminates the solicitation process.

**(e) RELIEF AVAILABLE**

- (1) The Contracting Officer can make a determination that:
  - (a) the protest is frivolous,
  - (b) the Authority's action or inaction was correct and therefore no further action is necessary by the Authority, or
  - (c) the protestor was not adversely affected or prejudiced by the Authority's action or inaction.
- (2) The following corrective actions can be ordered by the Contracting Officer for the correction of a protested procurement:
  - (a) refrain from exercising options under the contract,
  - (b) re-compute the contract,
  - (c) issue a new solicitation,
  - (d) terminate the contract,
  - (e) award a contract consistent with the requirements of the Code of Federal Regulations (24 CFR 85.36),
  - (f) such other recommendations as necessary to promote compliance with the procurement policy and regulations.

**16. CLARIFICATIONS, INTERPRETATIONS, AND/OR EXPLANATIONS OF QUOTATION DOCUMENTS AND PROCESSES**

Explanations and Interpretations to Bidders must be submitted in accordance with Section 002000 HUD-5369 - Paragraph 2.

**Emails to the SLHA representative identified in Section 001000, Request for Quotes, are the preferred method of request for interpretation and/or explanation of solicitation, specifications, drawings, etc. Answers to all questions will be issued to all Planholders via emailed Addenda.**

**17. BID AND BID INFORMATION SUBMISSION FORMAT**

Quotes must be submitted in accordance with procedures established by Section 002000 HUD-5369 (10/2002) Instructions to Bidders –for Contracts - Paragraph 1 (d) regarding Quote Submission Format.

- 1. Quotes must be delivered in person to:

St. Louis Housing Authority  
 Development and Modernization Department  
 3520 Page Blvd.  
 St. Louis, MO 63106

Envelopes must be marked as indicated in HUD 5369 – Paragraph 1(d).

**SECTION 004000**

**QUOTE SUBMITTAL**

**DOCUMENTS**

**Section 004000**  
**Quote Submittal Documents**

LaSalle Apartments Management Building

**Roof Replacement**

SOLICITATION NO: RD26-35

Submit all documents in the established order below. Failure to complete all forms in their entirety will render quote non-responsive.

**Section 004000 – Quote Submittal Documents**

1. Quote Form
2. Bid Guarantee/Bond
3. Statement of Offeror's Qualifications
4. Representations, Certifications and Other Statements of Bidders (HUD 5369-A) and Previous Participation Certification (HUD-2530) if applicable.
5. Certification of Payments to Influence Federal Transactions (HUD-50071) and Disclosure of Lobbying Activities (SF-LLL)
6. Certification Regarding Debarment and Suspension (HUD – 2992)
7. Certification for a Drug-Free Workplace (HUD-50070)
8. Non-Collusive Affidavit Prime Contractor
9. Certification of Anti-Discrimination Against Israel Agreement
10. Bidder/Subcontractor List (BSL-01)
11. Section 3 Forms (see Section 004500)
  - Section 3 Economic Opportunity Plan
  - Section Business Certification

**12. This checklist is not required to be submitted with your Quote Submittal.\***

**SECTION 004000**

**Part 1**

**QUOTE FORM**

**SOLICITATION NO. RD26-35**

**Required to be submitted with your Quote Submittal**

---

Bidder Company Name

---

Contact Name

---

Contact Email & Phone Number

## **Quote Form**

LaSalle Park Apartments Management Building

### **Roof Replacement**

SOLICITATION NO: RD26-35

TO: ST. LOUIS HOUSING AUTHORITY  
3520 PAGE BOULEVARD  
ST. LOUIS, MISSOURI, 63106

FROM:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

1. **Notes to Contractors:**

- A. Submit Quote on this Form.
- B. Attach only one (1) Bid Bond or Certified Check to one Form.
- C. Contract award will be based on procedure described in **Supplemental Instructions to Bidders, Section 5 – QUOTE EVALUATION CRITERIA AND METHOD OF AWARD APPLYING DEDUCTIVE ALTERNATES.**

2. **Addenda:** The following Addenda to Contract Documents are hereby acknowledged:

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

3. **Commencement and Completion:**

Critical Path Submittals will be reviewed prior to issuance of Notice to Proceed to the extent possible, within 45 days of Contract signing. Work on site will be started within 10 days after receipt of Notice to Proceed. The Contractor shall achieve final completion in **60** calendar days from date of Notice to Proceed.

RD26-35

Bidder Company Name: \_\_\_\_\_

4. Quote Calculations:

The Bidder have familiarized themselves with the job conditions at the development affecting the cost of the work, with Contract Documents, which include the Request for Quotes, Instructions to Bidders, General Conditions, Additional General Conditions, Wage Determination, the Section 3 Solicitation Requirements, Quote Proposals, Form of Bid Bond, Statement of Offeror's Qualifications, Form of Non-Collusive Affidavits, MBE/WBE Requirements, Technical Specifications, Drawings and Addenda.

**A. Base Quote****Total Base Bid (Including Allowances )**

**For the sum of** \_\_\_\_\_ **\$** \_\_\_\_\_.

**B. Schedule of Allowances:**

General: the allowances shall include all materials and labor costs associated with that allowance unless noted otherwise. The allowances shall be included in the base quote. (See Technical Specification Section 012100.)

**1. Allowance A:**

Unforeseen Conditions / Contingency Allowance \$ 10,000.00

**2. Allowance B:**

4 @ 4x8 sheets of deteriorated sheathing removal and replacement with new sheathing, as specified in Section 061600 "Sheathing" \$ \_\_\_\_\_

**C. Schedule of Unit Prices:****1. Unit Price 1:**

Roof Sheathing Replacement per 4x8 sheet \$ \_\_\_\_\_

5. Security in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_ is submitted herewith in accordance with the specifications.

6. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal being submitted.

7. In submitting this quote it is understood that the right is reserved by the St Louis Housing Authority to reject any and all quotes. If written notice of the acceptance of this quote is mailed, faxed, or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature. The Bidder, by signature to this Proposal, admits to prior knowledge of the pre-quote site inspection or walk-through.

RD26-35

Bidder Company Name: \_\_\_\_\_

NOTE: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

Bidder:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Bidders, upon request of the Authority, will provide a detailed breakdown of all the elements used in determining their proposal price and should be able to substantiate the breakdown in a format which is in accordance with accepted principles and standards.

END OF QUOTE FORM

**SECTION 004000**

**Part 2**

**BID GUARANTEE/BOND**

**SOLICITATION NO. RD26-35**

**Required to be submitted with your Quote Submittal**

**SECTION 004000**

**Part 3**

**STATEMENT OF OFFEROR'S QUALIFICATIONS**

**SOLICITATION NO. RD26-35**

## **Statement of Offeror's Qualifications**

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

1. Company Name of Offeror.
2. Permanent main office address, including city, state, and zip code.  
(Include St. Louis Office address if main office is not in St. Louis.)
3. When organized.
4. If a Corporation, where incorporated.
5. How many years have you been engaged in trade/construction under your present ownership and firm or trade/construction name?

### **RELEVANT EXPERIENCE**

6. General character of work performed by your company.
7. Have you ever failed to complete any work awarded to you. If so, where and why?  
(Be specific and attach separate sheets if needed.)

RD26-35

Bidder Company Name: \_\_\_\_\_

8. Have you ever defaulted on a contract? If so, where and why?  
(Be specific, attach separate sheet if needed.)
  
9. List the most important contracts completed by your firm in the last five years, stating approximate gross cost for each, and the month and year completed.

**TECHNICAL/FINANCIAL CAPACITY**

10. List contracts currently on hand: (Schedule these showing gross amount of each contract and the appropriate anticipated dates of completion, use separate sheets if necessary.)
  
  
  
  
  
  
  
  
  
  
11. Experience in this type of work similar in size to this project.  
(Be specific and attach separate sheets if needed.)
  
  
  
  
  
  
  
  
  
  
12. Background and experience of the key personnel anticipated to be assigned to the project.  
(Attach separate sheets)
  
  
  
  
  
  
  
  
  
  
13. Credit Available: \$ \_\_\_\_\_
  
14. Give bank reference.

RD26-35

Bidder Company Name: \_\_\_\_\_

### CHANGE ORDER & COST MANAGEMENT HISTORY

18. Within the last five (5) years, have any of your projects resulted in change orders that increased the original contract price by more than 10%? If yes, please explain on separate sheets. Be specific.
  - a. Identify each such project.
  - b. State the final percentage increase for each project.
  - c. Provide a concise explanation for the increase.
  
19. **Internal Cost Control:** Describe your firm's internal process for minimizing change orders during construction (e.g., pre-quote site inspections, thorough submittal reviews, or RFI management). (Be specific and attach separate sheets if needed.)
  
16. **Claims and Disputes:** Have you ever filed a formal claim for an equitable adjustment that was denied by a public agency or resulted in litigation/arbitration? If yes, provide the project name and the outcome. (Be specific and attach separate sheets if needed.)

### PRE-CONSTRUCTION DILIGENCE (RFI MANAGEMENT)

17. **RFI History:** Provide the total number of Requests for Information (RFIs) submitted for each project listed above.
  
18. **Constructability Review:** Describe your process for conducting a site and document review *prior* to submitting a quote. (Be specific and attach separate sheets if needed.)

RD26-35

Bidder Company Name: \_\_\_\_\_

19. **Conflict Identification:** Provide one example where your firm identified a design conflict *prior* to construction that prevented a major change order. (Be specific and attach separate sheets if needed.)
21. **Software:** Identify the project management software used to track contract progress, schedules, RFIs, and submittals.

### COMPLIANCE & LEGAL INTEGRITY

23. **Legal Proceedings:** List any legal or administrative proceedings concluded against your firm in the past five (5) years, as well as any currently pending litigation. (Be specific and attach separate sheets if needed.)

Please provide, on a separate sheet, at least (3) references for projects similar in size and complexity to this one.

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

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

My commission expires \_\_\_\_\_

STATEMENT OF OFFERER'S QUALIFICATIONS

004000/3 - 4

**SECTION 004000**

**Part 4**

**Representations, Certifications and Other Statements of Bidders**

**HUD 5369-A**

**Previous Participation Certification**

**HUD-2530**

**SOLICITATION NO. RD26-35**

**Required to be submitted with your Quote Submittal**

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,  
 (b) Impair the bidder's objectivity in performing the contract work.  
 [ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

~~(Check the block applicable to you)~~

|                                   |                                         |
|-----------------------------------|-----------------------------------------|
| <del>[ ] Black Americans</del>    | <del>[ ] Asian-Pacific Americans</del>  |
| <del>[ ] Hispanic Americans</del> | <del>[ ] Asian-Indian Americans</del>   |
| <del>[ ] Native Americans</del>   | <del>[ ] Hasidic Jewish Americans</del> |

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

The bidder represents and certifies that it:

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

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

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

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

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
  - (1) Obtain identical certifications from the proposed subcontractors;
  - (2) Retain the certifications in its files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 01/31/2026 )

US Department of Housing and Urban Development  
Office of Housing/Federal Housing Commissioner

US Department of Agriculture  
Farmers Home Administration

|                                                                                                                                        |                            |                                                    |                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Part I to be completed by Controlling Participant(s) of Covered Projects</b><br><i>(See instructions)</i><br>Reason for submission: |                            | <b>For HUD HQ/FmHA use only</b>                    |                                                                                                                                                     |
| 1. Agency name and City where the application is filed                                                                                 |                            | 2. Project Name, Project Number, City and Zip Code |                                                                                                                                                     |
| 3. Loan or Contract amount \$                                                                                                          | 4. Number of Units or Beds | 5. Section of Act                                  | 6. Type of Project (check one)<br><input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New) |

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

| Name and address ( Last, First, Middle Initial) of controlling participant(s) proposing to participate | 8 Role of Each Principal in Project | 9. SSN or IRS Employer Number (TIN) |
|--------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
|                                                                                                        |                                     |                                     |
|                                                                                                        |                                     |                                     |
|                                                                                                        |                                     |                                     |
|                                                                                                        |                                     |                                     |

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
- a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
  - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant’s fault or negligence;
  - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

|                                           |                                             |                                        |                               |
|-------------------------------------------|---------------------------------------------|----------------------------------------|-------------------------------|
| <b>Name of Controlling Participant</b>    | <b>Signature of Controlling Participant</b> | <b>Certification Date (mm/dd/yyyy)</b> | <b>Area Code and Tel. No.</b> |
|                                           |                                             |                                        |                               |
|                                           |                                             |                                        |                               |
|                                           |                                             |                                        |                               |
| <b>This form prepared by (print name)</b> |                                             | <b>Area Code and Tel. No.</b>          |                               |

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 01/31/2026 )

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the controlling participants’ previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, “**No previous participation, First Experience**”.

| 1. Controlling Participants’ Name (Last, First) | 2. List of previous projects (Project name, project ID and, Govt. agency involved) | 3.List Participants’ Role(s) (indicate dates participated, and if fee or identity of interest participant) | 4. Status of loan (current, defaulted, assigned, foreclosed) | 5.Was the Project ever in default during your participation<br><b>Yes No If yes, explain</b> |  |  | 6. Last MOR rating and Physical Insp. Score and date |
|-------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------------------|--|--|------------------------------------------------------|
|                                                 |                                                                                    |                                                                                                            |                                                              |                                                                                              |  |  |                                                      |

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

|                                  |                        |                                                                                                                                                 |  |                                                                                                                              |                   |
|----------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Date (mm/dd/yyyy)                | Tel No. and area code  | <input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended.<br><br><input type="checkbox"/> B. Name match in system |  | <input type="checkbox"/> C. Disclosure or Certification problem<br><br><input type="checkbox"/> D. Other (attach memorandum) |                   |
| Staff                            | Processing and Control |                                                                                                                                                 |  |                                                                                                                              |                   |
| Signature of authorized reviewer |                        | Signature of authorized reviewer                                                                                                                |  | Approved<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                         | Date (mm/dd/yyyy) |

## Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at [www.gpo.gov](http://www.gpo.gov) and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

**Purpose:** This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

***HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.***

***Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.***

**Who Must Sign and File Form HUD-2530:** Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/mfh/prevparticipation](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation).

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

**PRA Statement:** The public reporting burden is estimated at 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

**SECTION 004000**

**Part 4**

**CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS  
(HUD-50071)**

**AND**

**DISCLOSURE OF LOBBYING ACTIVITIES  
(SF-LLL)**

**SOLICITATION NO. RD26-35**

**Required to be submitted with your Quote Submittal**

Certification of Payments  
to Influence Federal Transactions

Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                 |                                                                                                                                       |                                                                                                                                                                                                                  |                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance                                                                                                                                                                                                                                                                                                                       |  | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award |                                                                                                                                       | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |                                                                    |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>Congressional District, if known:                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                 | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br><br>Congressional District, if known: |                                                                                                                                                                                                                  |                                                                    |
| <b>6. Federal Department/Agency:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                 | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable:                                                        |                                                                                                                                                                                                                  |                                                                    |
| <b>8. Federal Action Number, If known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                 | <b>9. Award Amount, If known:</b><br><br>\$                                                                                           |                                                                                                                                                                                                                  |                                                                    |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>(If individual, last name, first name, MI):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                 | <b>b. Individuals Performing Services</b> (Including address if different from No. 10a)<br>(last name, first name, MI):               |                                                                                                                                                                                                                  |                                                                    |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. |  |                                                                                                                                                                                 | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____                                             |                                                                                                                                                                                                                  |                                                                    |
| <b>Federal Use Only:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                 |                                                                                                                                       |                                                                                                                                                                                                                  | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97) |

**SECTION 004000**

**Part 6**

**Certification Regarding Debarment and Suspension  
(HUD-2992)**

**SOLICITATION NO. RD26-35**

**Required to be submitted with your Quote Submittal**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.*

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

|                                             |  |       |
|---------------------------------------------|--|-------|
| Applicant                                   |  | Date  |
| Signature of Authorized Certifying Official |  | Title |

**SECTION 004000**

**Part 7**

**CERTIFICATION FOR A DRUG-FREE WORKPLACE  
(HUD-50070)**

**SOLICITATION NO. RD26-35**

**Required to be submitted with your Quote Submittal**

a Drug-Free Workplace

**Public reporting burden.** Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.  
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

|                             |  |       |  |
|-----------------------------|--|-------|--|
| Name of Authorized Official |  | Title |  |
| Signature                   |  | Date  |  |
| X                           |  |       |  |

**SECTION.004000**

**Part 8**

**NON-COLLUSIVE AFFIDAVIT**

**SOLICITATION NO. RD26-35**

**Required to be submitted with your Quote Submittal**

RD26-35

Bidder Company Name: \_\_\_\_\_

## Non-Collusive Affidavit

STATE OF \_\_\_\_\_)

\_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, Being first duly sworn, deposes and says that:

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

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

My commission expires \_\_\_\_\_

**SECTION 004000**

**Part 9**

**Certification of Anti-Discrimination Against Israel Act Agreement**

**SOLICITATION NO. RD26-35**

**Required to be submitted with your Quote Submittal**

Certification of Anti-Discrimination Against Israel Act Agreement

I, \_\_\_\_\_ , \_\_\_\_\_  
(OFFICIALS NAME) (TITLE)

of \_\_\_\_\_ do hereby  
(NAME OF COMPANY)

certify that \_\_\_\_\_ is not  
(NAME OF COMPANY)

currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. throughout the life of this contract.

Attachment of this executed form, as such is required to complete a valid proposal.

FOR PROJECT: \_\_\_\_\_  
SLHA Number Project Name

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**SECTION 004000**

**Part 10**

**Bidder/Subcontractor List**

**BSL-01**

**SOLICITATION NO. RD26-35**

**Required to be submitted with your Quote Submittal**

**FORM BSL-01 BIDDER/SUBCONTRACTOR LIST**  
MUST BE SUBMITTED WITH QUOTE

In order for a bidder’s quote to be considered responsive to this solicitation and eligible for a contract award, the apparent low bidder will be evaluated as to the proposed compliance with utilization goals established for participation of certified minority, women-owned, and Section 3 business enterprises on this project. On the spaces provided below please list **all subcontractors**, including MBE/WBEs/Section 3, and Non-Disadvantaged businesses, proposed for utilization on this project. **Work to be self-performed by the bidder is to be included.**

**Project Name:** LaSalle Park Apartments Management Building Roof Replacement **SLHA Project No.:** RD26-35

| FIRM NAME | MBE | WBE | Sec 3 | Non<br>Disadvantaged<br>Business | Self<br>Perform | WORK TO BE PERFORMED | PROPOSED<br>AMOUNT |
|-----------|-----|-----|-------|----------------------------------|-----------------|----------------------|--------------------|
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |

**FORM BSL-01 BIDDER/SUBCONTRACTOR LIST**  
MUST BE SUBMITTED WITH QUOTE

| FIRM NAME | MBE | WBE | Sec 3 | Non<br>Disadvantaged<br>Business | Self<br>Perform | WORK TO BE PERFORMED | PROPOSED<br>AMOUNT |
|-----------|-----|-----|-------|----------------------------------|-----------------|----------------------|--------------------|
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |
|           |     |     |       |                                  |                 |                      |                    |

Total amount of **MBE participation**: \$ \_\_\_\_\_ Percent of Total \_\_\_\_\_ %

Total amount of **WBE participation**: \$ \_\_\_\_\_ Percent of Total \_\_\_\_\_ %

Total amount **Section 3 Business participation**: \$ \_\_\_\_\_ Percent of Total \_\_\_\_\_ %

Total amount **Non MBE/WBE/ Sec 3 work**: \$ \_\_\_\_\_ Percent of Total \_\_\_\_\_ %

Total amount **Self Performed** work: \$ \_\_\_\_\_ Percent of Total \_\_\_\_\_ %

**TOTAL QUOTE AMOUNT** \$ \_\_\_\_\_

**Bidder:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **SECTION 004500**

### **SECTION 3 REQUIREMENTS**

#### **Required to be submitted with your Quote Submittal**

Section 3 Economic Opportunity Plan

Section 3 Business Certification Form

#### **For reference**

HUD 4736B Section 3 Employer Certification Form-Public Housing

HUD 4736D Section 3 Worker Self- Certification Form- Public Housing

HUD 4737 Section 3 Utilization Tracker: Business Labor Hours

**ST. LOUIS HOUSING AUTHORITY**  
**SECTION 3 ECONOMIC OPPORTUNITY PLAN**  
 Economic Opportunities for Low- and Very Low-Income Persons:  
 Section 3 Regulation (24 CFR Part 75)

Section 3 of the Housing and Urban Development Act of 1968<sup>1</sup> ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

The project that is the subject of this solicitation ("project") will be funded using federal financial assistance and qualifies as **Public Housing Financial Assistance** for purposes of Section 3 regulations or is otherwise subject to Section 3 compliance in accordance with SLHA's Section 3 Policy and Compliance Plan. This solicitation and the resulting contract award is subject to compliance with Section 3 regulations and the Section 3 Policy and Compliance Plan, which is available for viewing at [www.slha.org](http://www.slha.org). **SLHA places a particular importance on creating new job opportunities for Section 3 Workers and Targeted Section 3 Workers, including, providing them sufficient labor hours on the project. Awarded vendor will be required to meet or exceed the 25% and 5% labor hour benchmark.**

As a participating Bidder/Proposer, please answer the questions and provide the requested information on the pages that follow and sign where indicated. ***Subcontractors employed on the project must also comply with Section 3 and complete these forms. Include your completed Section 3 forms, and the completed forms for each of your subcontractors with your bid/proposal. Failure to complete all information and/or submit all pages may result in a finding that your bid/proposal is non-responsive.***

If awarded a contract, you will be required to provide reports documenting your efforts and those of your subcontractors to comply with the requirements of Section 3 and SLHA's Section 3 Policy and Compliance Plan. A copy of your completed Section 3 package will be included in the contract.

*General questions and assistance in completing Section 3 forms can be directed to [section3@slha.org](mailto:section3@slha.org).*

SLHA IFB /RFP #: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

\_\_\_\_\_  
 Name of Contractor/Service Provider

\_\_\_\_\_  
 Contact Name and Title

\_\_\_\_\_  
 Services Provided

\_\_\_\_\_  
 Business Certifications<sup>2</sup>

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City/State/Zip Code

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Email

<sup>1</sup> Section 3 is codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75.

<sup>2</sup> Business certifications include Section 3, MBE/WBE/SBE

Bidder/Proposer Name: \_\_\_\_\_

1. Does your Business qualify as a Section 3 Business Concern? YES ☐ NO ☐

If you answered YES, complete the Section 3 Business Certification Form attached to this exhibit or attach a letter of certification from SLHA. Certification letters from other agencies MAY be submitted, but all certification letters will be verified and issuing agencies will be interviewed to determine legitimacy of certification.

If you answered NO, you do not need to submit the Section 3 Business Certification with your bid/proposal/quote.

A **Section 3 Business Concern** means a business concern that satisfies **at least one** of the following criteria within the last six-month period:

- a. The business is at least 51 percent owned and controlled by low- or very low-income persons;
- b. Over 75 percent of the labor hours performed for the business over the prior three month period has been performed by Section 3 workers; or
- c. The business is at least 51 percent owned and controlled by residents who currently live in publichousing or Section 8-assisted housing.

2. Will you be using any subcontractors on this project? YES ☐ NO ☐

If you answered YES, complete below. *Remember to provide each listed subcontractor with a copy of these Section 3 forms and include them with your bid/proposal. Attach additional pages as needed.*

| Subcontractor Name | Trade | Subcontract DollarValue | Business Certification |
|--------------------|-------|-------------------------|------------------------|
|                    |       |                         |                        |
|                    |       |                         |                        |
|                    |       |                         |                        |
|                    |       |                         |                        |
|                    |       |                         |                        |
|                    |       |                         |                        |
|                    |       |                         |                        |
|                    |       |                         |                        |
|                    |       |                         |                        |
|                    |       |                         |                        |
|                    |       |                         |                        |

3. If awarded a contract, how many people/workforce are needed to complete the job?

Please list the job classifications and number of workers needed for each classification.

| Job Title | Current Workforce | Additional Needed |
|-----------|-------------------|-------------------|
|           |                   |                   |
|           |                   |                   |
|           |                   |                   |
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|           |                   |                   |
|           |                   |                   |
|           |                   |                   |
|           |                   |                   |
|           |                   |                   |

Bidder/Proposer Name: \_\_\_\_\_

## DEFINITIONS

A **Section 3 Worker** means any worker who currently qualifies or when hired within the last five years qualified in **at least one** of the following categories:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (includes residents of public housing);
- (ii) The worker is employed by a Section 3 business concern; or
- (iii) The worker is a YouthBuild participant.

For **Public Housing Financial Assistance** projects like this, a **Targeted Section 3 worker** means a **Section 3 worker** who is:

- b. A worker employed by a Section 3 business concern; or
- c. A worker who currently qualifies or when hired within the last five years qualified in **at least one** of the following categories:
  - (i) The worker is a resident of public housing or Section 8-assisted housing;
  - (ii) The worker is a resident of another project managed by SLHA; or
  - (iii) A YouthBuild participant.

## HUD INCOME LIMITS

Federal low- and very low-income limits are determined annually by HUD and are published at [www.huduser.gov/portal/datasets/il/il2023/2023summary.odn](http://www.huduser.gov/portal/datasets/il/il2023/2023summary.odn). These limits are typically established at 80 percent and 50 percent of the area median individual income.

### **Income Eligibility Guideline\*** **(FY 2026 City of Saint Louis HUD Income Limits)**

#### **Saint Louis HUD Metro FMR Area**

|                             |                           |
|-----------------------------|---------------------------|
| Very Low (50%) Income Limit | No more than \$39,750, or |
| Low (80%) Income Limit      | No more than \$63,600     |

*\*effective May 15, 2023*

\*Note: a **Section 3 worker** can be either a very low- or low-income individual.

Bidder/Proposer Name: \_\_\_\_\_

### SECTION 3 COMPLIANCE BENCHMARKS:

If awarded a contract, you will be required to demonstrate good faith efforts and provide evidence that you followed the hiring priorities and met or exceeded the following Section 3 Benchmarks:

1. **25 percent** or more of the total number of labor hours worked by all workers on the project are **Section 3 Workers**; and
2. **5 percent** or more of the total number of labor hours worked by all workers on the project are **Targeted Section 3 Workers**.

See [www.slha.org](http://www.slha.org) for more information and graphics explaining the benchmarks.

**4. If awarded a contract, do you commit to engaging in good faith efforts to meet or exceed the Section 3 Benchmarks?**

YES ☐ NO ☐

For purposes of Section 3<sup>3</sup>, good faith efforts include, but are not limited to:

- a. Engaging in outreach efforts to generate job applicants who are **Targeted Section 3 Workers**, including notifying SLHA's Section 3 team, posting job openings at job site, HUD Opportunity Portal<sup>4</sup>, social media pages and other platforms.
- b. Providing training, apprenticeship opportunities, technical assistance to help **Section 3 workers** compete for jobs (e.g., resume assistance, coaching) or holding job fairs.
- c. Providing or referring **Section 3 Workers** to services that support work readiness and retention (e.g., worker readiness activities, test fees, clothing for interviews, transportation, childcare).
- d. Providing **Section 3 Workers** assistance to apply for or attend community college, a four-year educational institution or vocational/technical training.
- e. Engaging in outreach efforts to identify and secure bids from **Section 3 Business Concerns** and providing them technical assistance to bid on contracts.
- f. Providing **Section 3 Business Concerns** bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- g. Promoting use of business registries designed to create opportunities for disadvantaged and small businesses.

---

<sup>3</sup> See 24 CFR 75.15

<sup>4</sup> See <https://hudapps.hud.gov/OpportunityPortal/> for posting jobs and contracting opportunities

Bidder/Proposer Name: \_\_\_\_\_

**5. If you are unable to satisfy the Benchmarks, please indicate whether you can provide Section 3 Workers and/or Targeted Section 3 Workers these other economic opportunities<sup>5</sup>:**

☐ Commit to provide Section 3 Workers with apprenticeship opportunities. Specify:

\_\_\_\_\_  
☐ Commit to assist Section 3 Workers to obtain financial literacy training or coaching. Specify:

\_\_\_\_\_  
☐ Commit to provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services. Specify:

\_\_\_\_\_

**Additional Notes/Comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please sign below to acknowledge the following:*

- *You have read and understood the Section 3 requirements set forth herein.*
- *If awarded a contract, you intend to comply with all applicable requirements and satisfy Section 3 benchmarks and your expressed commitments.*
- *You understand that if awarded a contract you may be held in material default of the contract if you fail to comply with your expressed commitments.*
- *You understand that if awarded a contract, your business is required to submit compliance reports, worker certification forms, payroll or time and attendance records and documentation evidencing your efforts to satisfy Section 3 benchmarks and your expressed commitments.*

Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
<sup>5</sup> For a complete list of qualitative efforts, please see 24 CFR 75.15

Bidder/Proposer Name: \_\_\_\_\_

**SECTION 3 BUSINESS CERTIFICATION  
(24 CFR Part 75)**

| Business Name            | Address / City / State / Zip Code | Services Provided / Trade |
|--------------------------|-----------------------------------|---------------------------|
|                          |                                   |                           |
| Point of Contact / Title | Telephone                         | E-mail                    |
|                          |                                   |                           |

**Does your business qualify as a “Section 3 Business” as that term is defined in 24 CFR Part 75.5?**

☐ **YES**                                      ☐ **NO**

If yes, check the boxes below under which subcategory you qualify. **Note:** additional financial documentation may be requested for review as a part of the verification process for your business.

Your business qualifies as a **Section 3 Business Concern** if you can document that the business satisfied at least one of the following criteria within the last six-month period:

- i. ☐ The business is at least 51 percent owned and controlled by low- or very low-income persons (see page 2 for qualifying income limits or refer to [www.slha.org](http://www.slha.org))
- ii. ☐ More than 75 percent of the labor hours performed for the business over the prior three month period was performed by Section 3 Workers (see page 2 for definition of “Section 3 Worker” or refer to [www.slha.org](http://www.slha.org)); or
- iii. ☐ The business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**Does your business qualify as one of the following?**

- ☐ Minority-Owned Business:      ☐ Black American                      ☐ Hispanic American                      ☐ Native American  
 (If checked this box, specify)      ☐ Asian/Pacific Americans              ☐ Other: \_\_\_\_\_
- ☐ Small Business Enterprise      ☐ Women-Owned Business

*By submitting this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the HUD Section 3 business certification eligibility requirements in accordance with 24 CFR Part 75. I further understand that a Section 3 business is not entitled to a contract simply by being listed in the SLHA Section 3 Business Registry database. Section 3 Business Concerns are not exempt from meeting the specifications of the contract or other Section 3 requirements and obligations. Information that is misrepresented on this form will be grounds for terminating Section 3 certification and can possibly jeopardize future contract bidding eligibility with the SLHA.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date

|                                                                     |                                                                                                             |                                                                             |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Section 3 Employer<br/>Certification Form-Public<br/>Housing</b> | <b>U.S. Department of Housing and Urban<br/>Development</b><br><b>Office of Field Policy and Management</b> | <b>HUD FORM 4736B</b><br>OMB Approval Number 2501-0041<br>(Exp. 03/31/2028) |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|

*(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)*

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, Office of the Chief Data Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 41768210, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to support compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. This form provides a template which can be utilized by a representative of an employer of a Section 3 worker.

Please provide the following information about the business/employer:

Name of Business: \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

---

Please provide the following information about the worker/employee:

Printed Name of Worker: \_\_\_\_\_

Street Address (Not a PO Box) Apt# City State Zip

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

---

Please indicate which of the following is true for the worker listed above: (Select all that apply)

|                                                                                                                                                                                                      |                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis* | Income limit                                        |
| <input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)                                                      | 2026 St. Louis, MO-IL<br>HUD Metro Area<br>\$63,600 |

\*Currently or at the time of hire if hired within the past 5 years

---

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

|                                                                 |                                                                                                         |                                                                             |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Section 3 Worker Self-Certification Form- Public Housing</b> | <b>U.S. Department of Housing and Urban Development</b><br><b>Office of Field Policy and Management</b> | <b>HUD FORM 4736D</b><br>OMB Approval Number 2501-0041<br>(Exp. 03/31/2028) |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|

*(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)*

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, Office of the Chief Data Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 8210, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to provide a template to support compliance with Section 3 of the HUD Act of 1968 self-certification requirements. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or, the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: \_\_\_\_\_

Street Address (Not a PO Box) \_\_\_\_\_ Apt# \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

To qualify as a Section 3 Worker, you must self-certify that you meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

|                                                                                                                                                                                                                                                             |                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Income for the previous calendar year is below the income limit*</li> <li>A participant in a means-tested program such as public housing or Section 8-assisted housing</li> <li>A YouthBuild Participant*</li> </ul> | <p>Income limit</p> <p>2026 St. Louis City</p> <p>\$63,600</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|

\*Currently or at the time of hire if hired within the past 5 years

☐ I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement listed below you meet to be considered a Targeted Section 3 worker in the box below. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

☐ A participant in a means-tested program such as public housing or Section 8-assisted housing  
☐ A YouthBuild participant\*

\*Currently or at the time of hire if hired within the past 5 years

☐ In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, accurate and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Signature

Date

Section 3 Utilization  
Tracker: Business  
Labor Hours

U.S. Department of Housing and  
Urban Development  
Office of Field Policy and  
Management

OMB 2501-0040  
HUD  
Form 4737

Expiration 04-30-2025

Public reporting for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient’s compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

**FORM A: Business Labor Hours Tracking**

Tracking of labor hours occurs throughout the project and is reported no later than the conclusion of the work for the identified business. This form is completed in conjunction with Form B for Section 3 Workers and Section 3 Targeted Workers labor hours. An alternative to this use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

|                                                                                                                                                                                                                                     |                               |   |                                                                                             |                                                                           |                                                                                                                                                          |                                                                                                  |                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| EXAMPLE                                                                                                                                                                                                                             |                               |   | Section 3 Business (must be verified by recipient/subrecipient before contract is executed) | Total number of Section 3 worker or Section 3 business labor hours worked | Total targeted Section 3 worker labor hours. (Of the total Section 3 worker labor hours reported list total labor hours from Targeted Section 3 workers) | Total number of labor hours worked from non-Section 3 and Section 3 workers/Section 3 businesses | Section 3 Benchmark non-Section 3 businesses calculate column E divided by column G |
| A. Construction (HCD programs) or Capital Expenses (PHAs)<br>(Enter labor hours for all construction contracts or subcontracts in the project. Note Section 3 requirements do not apply to material supply contracts.)              |                               |   |                                                                                             |                                                                           |                                                                                                                                                          | All Section 3 businesses report total in column E                                                | All Section 3 business shall record 100% of total labor hours                       |
| B. Construction subtotal (Add all amounts in column E to display a subtotal for column E; Add all amounts in column G to display subtotal of all labor hours in column G)                                                           | Optimus General Contractor    | x |                                                                                             | 50                                                                        | 25                                                                                                                                                       | 500                                                                                              | 10.0%                                                                               |
|                                                                                                                                                                                                                                     | 123 Excavation                | x |                                                                                             | 19                                                                        |                                                                                                                                                          | 40                                                                                               | 47.5%                                                                               |
|                                                                                                                                                                                                                                     | XYZ Concrete                  |   | x                                                                                           | 120                                                                       | 20                                                                                                                                                       | 120                                                                                              | 100.0%                                                                              |
|                                                                                                                                                                                                                                     | 76 Framers                    |   | x                                                                                           | 80                                                                        |                                                                                                                                                          | 80                                                                                               | 100.0%                                                                              |
|                                                                                                                                                                                                                                     |                               |   |                                                                                             | 269                                                                       |                                                                                                                                                          | 740                                                                                              | 36.4%                                                                               |
| C. Professional Services/Recipients<br>Professional Service/recipients Section 3 worker labor hours are only added to the total in column E (Optional reporting, but is encouraged if it is Section 3 Business or Section 3 worker) |                               |   |                                                                                             |                                                                           |                                                                                                                                                          |                                                                                                  |                                                                                     |
|                                                                                                                                                                                                                                     | Vision Land Surveying         |   | x                                                                                           | 10                                                                        |                                                                                                                                                          |                                                                                                  | 100.0%                                                                              |
|                                                                                                                                                                                                                                     | 1+2 Engineering               | x |                                                                                             |                                                                           |                                                                                                                                                          |                                                                                                  |                                                                                     |
|                                                                                                                                                                                                                                     | Accrued Accountants           | x |                                                                                             | 20                                                                        |                                                                                                                                                          |                                                                                                  | 100.0%                                                                              |
|                                                                                                                                                                                                                                     | City of Entitlement CDBG      | x |                                                                                             |                                                                           |                                                                                                                                                          |                                                                                                  |                                                                                     |
|                                                                                                                                                                                                                                     | Helpful NGO Subrecipients LLC | x |                                                                                             | 10                                                                        |                                                                                                                                                          |                                                                                                  | 100.0%                                                                              |
| D. Professional Services/Recipient Subtotal (Add all professional service/recipient hours reported in column E to display a subtotal for column E. This subtotal amount is added to the cumulative hours total in column E)         |                               |   |                                                                                             | 40                                                                        |                                                                                                                                                          |                                                                                                  |                                                                                     |
| E. Cumulative Project Labor Hours<br>F. Benechmark met.                                                                                                                                                                             |                               |   |                                                                                             | 309                                                                       |                                                                                                                                                          | 740                                                                                              | 41.8%                                                                               |
|                                                                                                                                                                                                                                     |                               |   |                                                                                             |                                                                           |                                                                                                                                                          |                                                                                                  |                                                                                     |
|                                                                                                                                                                                                                                     |                               |   |                                                                                             |                                                                           |                                                                                                                                                          |                                                                                                  |                                                                                     |

**SECTION 005200**

**CONTRACT EXHIBIT**



# **Contract for Construction**

Public Housing Programs

**AGREEMENT** made as of the    day of    in the year   .

**BETWEEN** the Owner:

St. Louis Housing Authority  
3520 Page Boulevard  
St. Louis, MO 63106

and the Contractor:

company  
address  
city state

The Project is:

RD26-35 Roof Replacement: LaSalle Apartments  
Management Building.

The Architect is:

Trivers

The Owner and Contractor agree as follows.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement including all Attachments, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appear in Article 7. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an

adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**4.1 Commencement Date**

The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Ten (10) calendar days after issuance of the Notice to Proceed.

If, prior to commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

**4.2 Completion Date**

The Contractor shall complete the entirety of the Work not later than   60   calendar days from the date of commencement subject to adjustments of this Contract Time as provided in the Contract Documents.

If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the Owner as liquidated damages, \$600.00 per day, for each day of delay as defined in Section 33 of the HUD-5370.

**ARTICLE 5 BASIS FOR PAYMENT**

**5.1 Contract Sum**

(a) The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is

\$   

(b) Unit prices, if any, are as set forth in the Schedule of Unit Bid Prices in the Bid Form dated submitted by Contractor in response to **Solicitation No: RD26-35** . Said Bid Form is attached hereto as Attachment A and incorporated herein.

(c) Allowances, if any, are as set forth in the Schedule of Allowances in the Bid Form dated    submitted by Contractor in response to **Solicitation No: RD26-35** Attachment A.

ARTICLE 6 ACCOUNTING RECORDS

The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to, and shall be permitted to audit and copy, the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Contract, and the Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated as follows:

7.1 General Conditions

General Conditions of the Contract for Construction form HUD 5370 attached hereto as Attachment B and incorporated herein.

7.2 Davis-Bacon Wage Decision

General Decision Number: MO20260064 05/18/2026 attached hereto as Attachment C and incorporated herein.

7.3 Supplementary Conditions

The Supplementary and other Conditions set forth in the following document(s), which are incorporated herein:

Project Manual dated June 9, 2026

7.4 Specifications

The Specifications set forth in the following document(s), which are incorporated herein:

Technical Specifications dated June 8, 2026

7.5 Drawings

The following listed drawings prepared by St. Louis Design Alliance dated are incorporated herein:

| DRAWING INDEX |                                       |
|---------------|---------------------------------------|
| Sheet No.     | Sheet Title                           |
|               | Cover                                 |
| G-001         | General Notes & Drawing Organizatoins |
| A-101         | Roof Plan and Details                 |
| A-500         | Typical Roof Details                  |
| A-501         | Existing Conditions Photos            |

7.6 Addenda

The following Addenda, which are incorporated herein:

| Addendum | Date | Pages |
|----------|------|-------|
|          |      |       |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 7.

7.7 Other Documents

Other Documents, if any, forming part of the Contract Documents are as follows:

1. Bid Form dated xx.
2. Representations, Certifications and Other Statements of Bidders – HUD 5369-A (11/92) xx.
3. Statement of Offeror's Qualifications submitted xx.
4. Non-Collusive Affidavit dated xx.
5. Previous Participation Certification dated xx
6. Contractor's Section 3 Compliance Affidavit – Form Sec submitted on xx.
7. Section 3 Business Affidavit – Form Sec 3-02 xx.
8. Proposed Subcontractor's List Form BSL-01 dated xx.
9. Contractor's Minority and Women Workforce Content Form MBE-02 submitted on xx.
10. The Notice of Intent to Perform as a Subcontractor and/or Material Supplier Form BSL-02,x total dated xx.

ARTICLE 8 INDEMNIFICATION.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner from all claims for bodily injury and property damage (other than the Work itself), that may arise from the performance of the Work, to the extent attributed to acts or omissions by the Contractor, or any Responsible Parties. The Contractor shall not be required to defend, indemnify or hold harmless Indemnified Parties for any acts, omissions or negligence of the Indemnified Parties. Such indemnification shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, a Design Professional or a Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. This Paragraph shall survive the termination and expiration of this Agreement. The indemnification provided herein shall not be construed to waive, negate or reduce other rights or obligations of indemnity which would otherwise exist or extend to the Indemnified Parties.

## ARTICLE 9 MISCELLANEOUS PROVISIONS

### 9.1 Governing Laws

This Agreement shall be governed by the laws of the State of Missouri.

### 9.2 Successors and Assigns

Owner and the Contractor respectively bind themselves, their partners, shareholders, successors, assigns and legal representatives to the other Party hereto and to shareholders, successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither Party shall assign the Agreement as a whole without the written consent of the other Party. If either Party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all of its obligations under the Agreement and the Contract Documents, except that the Owner may assign this agreement to a similar or related public agency without prior approval of Contractor.

### 9.3 Written Notice

Written notice shall be deemed to have been duly served on the date of delivery if delivered in person, on the day after deposit if delivery by overnight courier, or two (2) days after deposit if delivery by placing in the United States mail, first class and certified, return receipt requested with postage prepaid. All notices shall be addressed to the appropriate Authorized Representative as follows:

If to Owner:

Latasha Barnes, Executive Director  
St. Louis Housing Authority  
3520 Page Boulevard  
St. Louis, MO 63106

with a copy to:

Sarah Hugg-Turner, General Counsel  
St. Louis Housing Authority  
3520 Page Boulevard  
St. Louis, MO 63106

And:

Jason Hensley, Director of Real Estate Development  
St. Louis Housing Authority  
3520 Page Boulevard  
St. Louis, MO 63106

If to the Contractor:

name  
company  
address  
city state

### 9.4 Interpretation

Any and all headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement. Where reference is made in this Agreement to another Contract Document, the reference refers to that provision as amended or supplemented by the other provisions of the Contract Documents.

### 9.5 Severability

If any provision of this Agreement is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, or of rendering any other provision herein contained inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof, and they shall otherwise remain in full force and effect.

### 9.6 Whole Agreement

This Agreement, the Exhibits hereto and the Contract Documents shall constitute the entire agreement between the Parties, and no inducements, considerations, promises or other references shall be implied in this Agreement that are not expressly addressed herein.

### 9.7 Owner's Representative

The Owner's representative is:

Latasha Barnes, Executive Director  
St. Louis Housing Authority  
3520 Page Boulevard  
St. Louis, MO 63106  
Email: [lbarnes@slha.org](mailto:lbarnes@slha.org)  
Phone: (314) 286-4217

9.8 Contractor’s Representative

The Contractor’s representative is:

name

company

address

city state

email

phone

The classification of an article, material, or supply as falling into one of the categories listed in section (b) must be made based on its status at the time it is brought to the work site for incorporation into the project. In general, the work site is the location of the project at which the iron, steel, manufactured products, and construction materials will be incorporated.

(d) An article, material, or supply incorporated into a project must meet the BAP for only the single category in which it is classified.

9.9 Change of Representatives

Neither the Owner’s nor the Contractor’s representative shall be changed without ten (10) days’ written notice to the other party.

(e) **Waivers.** Subsection (a) shall not apply in any case or category of cases in which a Federal Agency finds that—

(1) *Public Interest.* Applying the BAP would be inconsistent with the public interest;

(2) *Non-availability.* The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or satisfactory quality; or

(3) *Unreasonable cost.* The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

ARTICLE 10 BUILD AMERICA, BUY AMERICA

10.1 This Agreement is subject to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, which requires the following:

(a) A domestic content procurement preference ("Buy America Preference" or "BAP") must be applied for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Accordingly, Contractor agrees all iron, steel, and manufactured products used in the performance of this contract shall be produced in the United States (as defined at 2 CFR 184.3), unless a waiver has been granted.

(f) If a Federal Agency determines that it is necessary to waive the application of the BAP based on a finding under section (e), it will publish in the Federal Register a detailed written justification as to why the provision is being waived.

(b) BABA covers several broad categories of products, including but not limited to:

(g) Contractor shall provide to Owner documentation of compliance with the BABA requirements, including certifications for all materials and products as well as any necessary waivers.

(1) *Iron and steel:* all products made predominantly of iron or steel, as defined by 2 CFR 184.3;

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

(2) *Manufactured products:* items that have undergone a manufacturing process using raw materials and turning them into finished goods, including but not limited to machinery and prefabricated buildings;

St. Louis Housing Authority, Owner

(3) *Construction materials:* materials used in the construction of infrastructure projects. See 2 CFR 184.6;

X

By:

Title:

Date:

(4) *Section 70917(c): Cement* and cementitious materials; aggregates such as stone, sand or gravel; or aggregate binding agents or additives.

xx, Contractor

(c) An article, material, or supply should not be considered to fall into multiple categories and in some cases may not fall under any of the categories listed in section (b) of this Article.

X

By:

Title:

Date:

**SECTION 007200**

**CONTRACT EXHIBIT cont.**

**GENERAL CONDITIONS FOR CONTRACT FOR CONSTRUCTION PUBLIC  
HOUSING PROGRAMS  
(HUD 5370)**

# General Conditions for Construction Contracts - Public Housing Programs

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

## Applicability. This form is applicable to any construction/development contract greater than \$250,000.00

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an (including Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

## 2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

## 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

## 11. Material and Workmanship

- (d) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (e) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment.

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the

Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

## 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
  - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
  - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. 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 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

## 17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

## 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

## 19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

## 20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
  - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
  - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
  - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

#### 24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

#### Administrative Requirements

#### 25. Contract Period

This contract within 90 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

#### 26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

#### 27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than 10 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:  
Title:  
Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such 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 any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) 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 final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
  - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 620.00 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
  - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 2,000,000 [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It

need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract -  
 (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, ~~Women's Business Enterprise~~, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, ~~minority firms, women's business enterprises~~, and labor surplus area firms:

- (a) Placing qualified small ~~and minority businesses and women's business enterprises~~ on solicitation lists;
- (b) Ensuring that small ~~and minority businesses and women's business enterprises~~ are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small ~~and minority businesses and women's business enterprises~~;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small ~~and minority businesses and women's business enterprises~~; and
- (e) Using the services and assistance of the U.S. Small Business Administration, ~~the Minority Business Development Agency of the U.S. Department of Commerce~~, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor/Seller shall comply with ~~Executive Order 11246, as amended~~, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor/Seller shall furnish all information and reports required ~~by Executive Order 11246, as amended~~, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit  
access to its books, records, and accounts by the  
Secretary of Labor for purposes of investigation to  
ascertain compliance with such rules, regulations, and  
orders.
- (h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures ~~authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or~~ by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor ~~issued pursuant to section 204 of Executive Order 11246 of September 24, 1965~~, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions in cluding sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

**40. Employment, Training, and Contracting  
Opportunities for Low-Income Persons, Section 3 of the  
Housing and Urban Development Act of 1968.**

#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related Acts

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

- (a) Minimum Wages.
  - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved 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 regular 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 in 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.

(2) (i) Any class of laborers or mechanics, including helpers, 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 all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) 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, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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.

(iii) 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 of the Wage and Hour Division 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.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) 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.

(4) 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.

(b) Withholding of funds. 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. 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 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.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) 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:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) 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; and
- (C) 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.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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.

- (d) (1) 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 and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.
- (2) 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 in 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 in 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 in the wage determination for the classification of 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 in 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.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) 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.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. 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, including watchmen and guards, 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 provisions set forth in subparagraph (j)(1) of this clause, 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 provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 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 provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
  - (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 Federal contract with the same prime Contractor, 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 provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

#### **47. Non-Federal Prevailing Wage Rates**

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
  - (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
  - (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### **48. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**SECTION 007300**

**ADDITIONAL GENERAL CONDITIONS**

**St. Louis Housing Authority**  
**ADDITIONAL GENERAL CONDITIONS**

**AGC-1 GENERAL**

1. The terms "PHA," "SLHA," and "Authority" shall, for the purpose of this contract, mean the St. Louis Housing Authority.
2. The term "General Conditions" shall refer to HUD-5370, General Conditions for Construction Contracts – Public Housing Programs, as included in Section 007200 of these Specifications.
3. The term "Architect" as stated in the General Conditions shall for the purposes of this Contract be the person or firm designated by the Authority.

**AGC-2 PERFORMANCE PERIOD**

The work on site shall be started within ten (10) days following Notice to Proceed to the Contractor. The Contractor shall complete all work required under the contract within 180 calendar days from the date established in the Notice to Proceed.

**AGC-3 MATERIAL SUBMITTALS**

1. Within 15 days after the Pre-Construction Conference the Contractor shall submit to the Authority for approval a complete list of all materials they propose to furnish prior to installation on SLHA Form – Schedule of Material Submittals or an alternate form that contains the same information.
2. The Contractor shall submit shop drawings and other documents in accordance with the requirements of the General Conditions and the Technical Specifications. Field measurement of openings and sizes shall be the responsibility of the Contractor. Contractors shall use SLHA Form – Material Approval Submittal to transmit all submittals to the Authority.
3. SHOP DRAWINGS WILL BE REQUIRED as set forth in Paragraph 9 of the General Conditions and in the Technical Specifications. This requirement must be met prior to payment for any project elements required by the Specifications to have Shop Drawings reviewed by the Architect. Shop drawings must be submitted to the Authority within 45 days of the Pre-Construction Conference. Each Shop Drawing must have the Contractor's stamp of approval.
4. The Contractor will provide all deliveries to and from the owner for all submittals.
5. Any material installed without the prior approval of the Contracting Officer will be at the sole risk of the Contractor. The SLHA reserves the right to have such unapproved material removed if not in compliance with the contract specifications and/or drawings.

**AGC-4 EXISTING MATERIALS REMOVED**

1. Existing materials specified as being removed by the Contractor shall become the property of the Contractor unless otherwise notified in writing.
2. The Contractor shall dispose of all removed or dismantled items or equipment as quickly as possible, outside the Project Area. A Dumpster shall be provided at the Contractor's own cost.
3. Where materials must be removed from roofs, the Contractor shall provide proper chutes. The Contractor shall not drop or throw loose debris from roofs, unless authorized by the Owner.

## **AGC-5 INSPECTIONS**

1. The Owner and the Architect will conduct regular, unannounced inspections to verify the progress the Pre-Construction Conference, to conduct Wage Rate Interviews, and for other purposes as required.
2. The Contractor shall notify St. Louis Housing Authority staff and the Architect when each major phase of work will be ready for inspection, and if unexpected conditions are discovered. A minimum of twenty-four (24) hours advance notification is required.

## **AGC-6 WARRANTIES**

In addition to General Conditions, Paragraph 23, Warranty of Construction, the following provisions will prevail:

1. The Authority staff may periodically inspect the property on a number of occasions during the warranty period to determine if any deficiencies exist. If a defect is found within this period, in accordance with the General Conditions, the Contractor shall remedy any failure to conform or any defect at the Contractor's expense.
2. One month prior to expiration of the General Warranty (one year), the SLHA, the General Contractor, and the Architect shall perform a final warranty inspection. If there is any item that does not meet the standards of the construction documents, that item must be corrected before the warranty expires.

## **AGC-7 STORAGE AND FACILITIES**

All materials shall be received, protected and handled by the Contractor until they are incorporated into the project and final acceptance is made.

## **AGC-8 INDEMNIFICATION**

In addition to the Indemnification Clause provided in the General Conditions:

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Authority, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is cause in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone who is indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
2. In any and all claims against the Authority, or any of its agents or employees by an employee of the Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of the them might be liable, the indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits

payable by or for the Contractor or Subcontractors under workers' compensation acts, disability acts or other employee benefit acts.

## **AGC-9 INSURANCE**

In addition to the required General Conditions Paragraph 36, the following conditions shall apply to the work of this contract.

1. All Contractors must within ten (10) days of "Notice of Award" meet all insurance requirements. Failure to meet all insurance requirements within the ten (10) days of "Notice of Award" may result in cancellation of the award and forfeiture of Bid Bond.
2. Each subcontractor shall be responsible for the safety of persons and property and compliance with all Federal, State and local statutes, rules, regulations, and orders relating to the conduct of his work and shall not wait or expect direction from the Contractor for compliance with said statutes, rules, regulations, and orders. Contractor and his Subcontractors shall be responsible for the payment of all fines levied against the Authority because of Contractor's or subcontractor's conduct of his work. Each Contractor or subcontractor shall indemnify and hold harmless the Authority and Contractor for damages or liability resulting from any claim made by or on behalf of any employee of the Contractor or subcontractor relating to the conduct of the work by said Subcontractor. All Contractors must within ten (10) days of "Notice of Award" meet all insurance requirements. Failure to meet all insurance requirements within the 10 days of "Notice of Award" may result in cancellation of the award and forfeiture of Bid Bond at the option of the Authority.

Before commencing work, the General Contractor and each Subcontractor is required to maintain their own Commercial General Liability policy with coverage limits as outlined below. This coverage is intended to be primary over any insurance the Owner and/or SLHA may choose to purchase and evidence of primary coverage must be shown on the Certificate of Insurance provided to the Owner and SLHA along with the additional insured language.

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

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

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

Such coverage shall include the following provisions:

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

viii. Products and Completed Operations to be maintained for two (2) years after final payment.

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

(2) Worker's Compensation:

a. Statutory limits required by State Law

Employer's Liability: \$100,000.00

(3) Comprehensive Automobile Liability:

Bodily Injury: \$1,000,000.00 Each Person

\$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

(4) Course-Of-Construction – Builders Risk Insurance Requirements:

Contractor, during the progress of the work and until final acceptance of the work by owner, shall maintain Builder's Risk/Course-of Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable work included under the Contract Documents. This insurance shall be "all risk" or comparable coverage, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, explosion, collapse, wind, hail, lightning, smoke, debris removal (including demolition). This insurance shall provide coverage in an amount not less than the full cost to repair, replace, or reconstruct the work. Such insurance shall include the owner with an insurable interest in the work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of-Construction insurance. The risk of the damage to the work due to the perils covered by the Builder's Risk/Course-of Construction insurance, as well as any other hazard which might result in damage to the work, is that of the Contractor and the surety, and no claim for such loss or damage shall be recognized by the owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the contractor

3. Each Contractor and/or Subcontractor shall procure and maintain, during the life of his contract, insurance as listed in this Article.

a. Each Contractor and/or Subcontractor's General Liability Insurance Certificate shall include the St. Louis Housing Authority as an additional named insured.

b. Certificates of Insurance shall be submitted by each Contractor and Subcontractor to the Authority prior to moving on site.

c. No Contractor or Subcontractor shall be allowed to continue on site after the expiration of insurance coverage. Lapse in coverage will cause termination of contract. Contractor's partial payment shall be withheld until current Certificates of Insurance are submitted to the Authority.

d. Contractor or Subcontractor is to notify the Authority in writing within a minimum period of thirty (30) days prior to date of cancellation of insurance and insure that this provision is made a part of the insurance binder.

4. Within ten (10) days after the Pre-Construction Conference, the Contractor shall be required to complete and submit to the Authority a Construction Progress Schedule in Gantt Chart format showing activity relationships and critical path.
5. Within ten (10) days after the Pre-Construction Conference, the Contractor shall begin the submittal process on materials on the critical path.
6. Within ten (10) days after the Pre-Construction Conference, the Contractor shall be required to complete and submit a Schedule of Values on HUD Form 51000

#### **AGC-10 PRE-CONSTRUCTION CONFERENCE**

As required by General Conditions Paragraph 5, a Pre-Construction Conference will be held within 10 calendar days of contract execution. The date, time, and exact place of this meeting will be determined after contract execution, and all interested parties will be notified. The Contractor shall arrange to have the job superintendent and prime subcontractors present at the meeting. During the Pre-Construction Conference, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed, along with any other pertinent information.

#### **AGC-11 CONTRACT PROGRESS SCHEDULE**

In addition to the requirements of General Conditions Paragraph 6, the following conditions shall apply to the work of this contract

#### **AGC-12 CONTRACT PROGRESS REPORT**

The Contractor shall be required to submit weekly progress reports summarizing the work that has been completed, personnel/subcontractors involved, the weather at the project site, and any diagrams or photographs that help to clarify the work.

#### **AGC-13 PAY REQUEST**

In addition to the requirements of General Conditions Paragraph 27, the following conditions shall apply to the work of this contract:

The Project Manager/Inspector and the Contractor/Consultant will review the Periodic Estimate for Partial Payment at the progress meeting on-site and pencil in the percentage (%) of individual work items completed in accordance with the

1. Schedule of Values. Once percentages are agreed upon, the Contractor will fill out and complete in final form, one (1) set of the following forms:
  - a. HUD Form 51001- Periodic Estimate for Partial Pay (Front & Back)
  - b. HUD Form 5372- Construction Progress Schedule
  - c. HUD Form 51002- Schedule of Change Orders (if applicable)
  - d. HUD Form 51003- Schedule of Materials Stored (if applicable)
  - e. HUD Form 51004- Summary of Materials Stored (if applicable)

- f. Sworn Statement for Contractor and Subcontractor: Note if Contractor/Subcontractor is MBE or WBE.
  - g. Partial Lien Waivers (certification by all subcontractors that payment has been made from previous invoice.) These are to be reviewed and signed by the Contractor.
  - h. HUD 4737 Section 3 Utilization Tracker: Business Labor Hours
2. By the 15<sup>th</sup> of each month, one (1) original signed set is forwarded to the SLHA Modernization & Development Department for processing. The pay request will be forwarded to all applicable parties for approval. If the pay request meets all necessary requirements, the pay request will be forwarded to the Finance Division for processing of payment. Additionally, all payroll reports must be current and in accordance with General Conditions (HUD 5370 Paragraph 47(d) before payment may be made.

#### **AGC-14 CHANGES/CONTRACT MODIFICATIONS**

In addition to the requirements of General Conditions Clause 29, the following conditions shall apply to the work of this contract:

The St. Louis Housing Authority may increase or decrease the quantity of coverage under this contract at a price to be agreed upon through negotiation. The negotiated quantity, price and performance time will be executed on a modification document to be signed by all parties to the contract.

All requests for contract changes must be made in writing to the Contracting Officer. Prior to submittal of a change proposal by the Contractor, the Architect/Authority will issue a request for proposal. The Contractor's change proposal must consist of the following:

- 1. A detailed scope of work.
- 2. A letter from the Contractor explaining the reason for the change including justification for any time extension requested.
- 3. A cost breakdown of all items in the change request, including labor, material and overhead on SLHA's Construction Cost Estimate Breakdown Form.
- 4. Subcontractor proposals, if applicable.
- 5. Contractor and Subcontractor material/equipment quotes/purchase orders.

#### **AGC-15 FINAL INSPECTION**

It is the Contractor's responsibility to notify the Authority, in writing, 30 days prior to final inspection. A punch list is then generated and submitted to the Contractor for completion.

Closing documents will be prepared once all punch list items are completed.

#### **AGC-16 SUBSTANTIAL COMPLETION**

Interior: For the purpose of this Contract, the work in the interior of any unit is not substantially complete until ALL punch list items are complete. As the nature of the PHA's business in rental residential property it is vital that all work on the interior of a unit be complete before the Authority will take possession.

Exterior: For the purpose of this Contract, work shall be determined to be substantially complete when ALL work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately has been completed.

#### **AGC-17 CLOSING DOCUMENTS**

The closing documents will be submitted to the Contractor for completion. At this time, any other documentation that is needed from the Contractor to close out the project is requested, i.e. final payment request, as-built drawings, operation manuals, excess materials, permits and warranty information. The Contractor will send the closing documents to the Architect, if any, for approval. The Architect will return the closing documents to the St. Louis Housing Authority within 15 days from the date of final acceptance.

#### **AGC-18 ADDITIONAL BOND SECURITY**

The Contractor shall promptly furnish additional security required to protect the Authority and persons supplying labor or materials under this contract if:

1. Any surety upon any bond furnished with this contract becomes unacceptable to the Authority;
2. The Contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Authority.

#### **AGC-19 SUBCONTRACTOR(S)**

1. As soon as practicable after Contract Execution, the successful bidder shall submit, for Authority approval, a Request for Approval of Subcontractor Form and furnish such written information together with all other forms, certifications and affidavits as required by the specifications for each subcontractor. If approved, the successful bidder shall submit documentation of the proposed subcontractor's insurance meeting the Contract requirements.  
Subcontractors will be required to submit, in addition to the Request for Approval of Subcontractor Approval Form, the following documents:
  - a. Non-Collusive Affidavit (see Section 004000 Part 8)
  - b. City of St. Louis Business License (if performing on site) or Business License from other municipality or Certificate of Good Standing
  - c. Copy of current Section 3 certification (if applicable)
  - d. Certificate of Insurance listing St. Louis Housing Authority as an Additional Insured meeting the requirements of AGC-9.
2. The successful bidder shall not contract with any other proposed subcontractor unless requested in the specifications by the Authority. The Authority may, without claim for extra costs by the successful bidder, disapprove of any subcontractor for cause on the basis of its own determinations.
3. No subcontractor will be allowed to perform on the site until they have been approved by the Contracting Officer.

## **AGC-20 EMPLOYMENT OF LOCAL LABOR**

1. To the maximum extent feasible, employment of residents of the City of St. Louis shall be made in the construction of public works and development of facility projects. Accordingly, every contractor and subcontractor undertaking to do work on any such project, which is or reasonably may be done as on-site work, shall employ to the greatest extent feasible in carrying out such contract work, qualified persons who regularly reside in the City of St. Louis.
2. The Contractor shall include the provisions of this condition in every subcontract for work which is or reasonably may be done as on-site work.

## **AGC-21 REVIEW BY AUTHORITY**

The St. Louis Housing Authority and the U.S. Department of Housing and Urban Development (HUD) shall, at all times and places, have access to and be permitted to observe and review all contractor work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, contracts, books of account and other relevant data and records.

## **AGC-22 OVERTIME**

The Contractor, prior to working beyond the normal 8-hour business day, must request approval in writing from the Contracting Officer. If approval is granted by the Contracting Officer, the Contractor may be charged for A/E fees and HA inspection time @ 1 ½ pay rate.

## **AGC-23 WORK HOURS**

The agency work hours are between the hours of 8:00a.m. and 5:00p.m., Monday through Friday. The site shall be made accessible to the Contractor only during those hours, unless otherwise approved in writing by the Contracting Officer.

## **AGC-24 AGENCY HOLIDAYS**

No work will be allowed on the following agency holidays:

- |                                 |                             |
|---------------------------------|-----------------------------|
| ● New Year's Day                | January 1                   |
| ● Martin Luther King's Birthday | Third Monday in January     |
| ● President's Day               | Third Monday in February    |
| ● Memorial Day                  | Last Monday in May          |
| ● Juneteenth                    | June 19                     |
| ● Independence Day              | July 4                      |
| ● Labor Day                     | First Monday in September   |
| ● Thanksgiving Day              | Fourth Thursday in November |
| ● Day After Thanksgiving        | Fourth Friday in November   |
| ● Christmas Eve*                | December 24*                |
| ● Christmas Day*                | December 25*                |

\*End of the year holidays will be determined by the Contracting Officer depending on the day of the week on which Christmas occurs.

**AGC-25        TAX EXEMPTION**

The St. Louis Housing Authority is exempt from Missouri Sales and Use Tax. The contractor will be provided with a tax exemption certificate, which can be used by both the general contractor and approved subcontractors. Only purchases of construction materials utilized in conjunction with this contract are tax exempt.

**SECTION 007400**

**WAGE DETERMINATION**

"General Decision Number: M020260064 05/18/2026

State: Missouri

Construction Types: Residential

Counties: Missouri Counties of  
St Louis City

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2026       |
| 1                   | 05/18/2026       |

|                                                                                  |          |         |
|----------------------------------------------------------------------------------|----------|---------|
| CARP0002-013 05/01/2024                                                          |          |         |
|                                                                                  | Rates    | Fringes |
| CARPENTER (DRYWALL HANGING ONLY).....                                            | \$ 36.90 | 21.55   |
| -----                                                                            |          |         |
| ELEC0001-008 06/22/2025                                                          |          |         |
|                                                                                  | Rates    | Fringes |
| ELECTRICIAN.....                                                                 | \$ 44.36 | 11.53   |
| -----                                                                            |          |         |
| ENGI0513-018 05/07/2023                                                          |          |         |
|                                                                                  | Rates    | Fringes |
| POWER EQUIPMENT OPERATOR: ROLLER.....                                            | \$ 41.01 | 29.63   |
| POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR.....                                 | \$ 41.01 | 29.63   |
| -----                                                                            |          |         |
| LAB00042-006 03/01/2024                                                          |          |         |
|                                                                                  | Rates    | Fringes |
| LABORER: MASON TENDER - BRICK.....                                               | \$ 38.61 | 17.65   |
| -----                                                                            |          |         |
| PAIN0002-010 09/01/2009                                                          |          |         |
|                                                                                  | Rates    | Fringes |
| PAINTER: DRYWALL FINISHING/TAPING.....                                           | \$ 29.58 | 11.75   |
| -----                                                                            |          |         |
| PLUM0562-009 07/01/2025                                                          |          |         |
|                                                                                  | Rates    | Fringes |
| PLUMBER.....                                                                     | \$ 52.60 | 29.93   |
| -----                                                                            |          |         |
| ROOF0002-007 03/01/2025                                                          |          |         |
|                                                                                  | Rates    | Fringes |
| ROOFER.....                                                                      | \$ 40.00 | 22.05   |
| -----                                                                            |          |         |
| SFM00268-001 09/01/2024                                                          |          |         |
|                                                                                  | Rates    | Fringes |
| SPRINKLER FITTER (FIRE SPRINKLERS).....                                          | \$ 52.32 | 28.96   |
| -----                                                                            |          |         |
| SHEE0036-007 08/01/2025                                                          |          |         |
|                                                                                  | Rates    | Fringes |
| SHEET METAL WORKER (INCLUDING INSTALLATION OF HVAC<br>DUCT AND HVAC SYSTEM)..... | \$ 52.00 | 27.12   |
| -----                                                                            |          |         |
| SUM02011-008 08/11/2011                                                          |          |         |
|                                                                                  | Rates    | Fringes |
| PAINTER: ROLLER.....                                                             | \$ 38.88 | 0.00    |
| PAINTER: BRUSH ONLY.....                                                         | \$ 38.88 | 0.00    |

|                                          |          |      |
|------------------------------------------|----------|------|
| LABORER: COMMON OR GENERAL.....          | \$ 27.36 | 1.96 |
| CEMENT MASON/CONCRETE FINISHER.....      | \$ 16.00 | 0.00 |
| CARPENTER, EXCLUDES DRYWALL HANGING..... | \$ 23.80 | 1.80 |

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than **◆SU◆**, **◆UAVG◆**, **◆SA◆**, or **◆SC◆** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ♦SU♦ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

♦SU♦ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The ♦SA♦ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ♦SA♦ identifier took effect under state law in the state from which the rates were adopted.

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## WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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## TECHNICAL SPECIFICATIONS – invitation for Bid



## SLHA Lasalle Park Apartments Management Bldg Roof Replacement

929 Hickory Street  
Saint Louis, Missouri 63104

SLHA Solicitation RD26-35  
TRIVERS # 26043.00

**Jun8, 2026**

Prepared For:

**Saint Louis Housing Authority**

Prepared By:

**Trivers**  
Architect



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## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work performed by Owner.
4. Contractor's use of site and premises.
5. Specification and Drawing conventions.
6. Miscellaneous provisions.

#### 1.2 PROJECT INFORMATION

A. Project Identification: Lasalle Park Apartments Management Building Roof Replacement.

1. Project Location: 929 Hickory Street, St. Louis, MO 63104.

B. Owner: St. Louis Housing Authority, 3520 Page Blvd., St. Louis, MO 63106.

C. Architect: Trivers, 380 North 18th Street, Suite 100 St. Louis, MO 63103.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. The scope of this project is for the replacement of the existing roofing with new Class 4 (30 year warranty) asphalt shingles, with associated underlayment, ice and water shield, and aluminum trims and flashings. Given the observed roofing conditions, project includes an allowance and unit price to replace areas of damage roof sheathing. Project includes the replacement of existing ridge vent and penetration flashing, but we assume pipes, curbs, and equipment are sound and have no scope in the project. Project includes new preformed aluminum gutters and downspouts. Existing siding, fascia, soffits and underground drainage system are to remain.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

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#### 1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

#### 1.5 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 24 hours' notice to Owner of activities that will affect Owner's operations.

#### 1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by

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Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.
- E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

## 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

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- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)  
PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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## SECTION 01 2100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Quantity allowances.
  - 2. Contingency allowances.
- C. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

#### 1.2 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

#### 1.3 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include **[taxes,]** freight [,] and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

#### 1.4 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation insurance, equipment rental, and similar costs.

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- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)  
PART 3 - EXECUTION

### 3.1 SCHEDULE OF ALLOWANCES

- A. Allowance No. A: Contingency Allowance: Include the sum of ten thousand dollars (\$10,000). for unforeseen conditions, to be used at Owner's discretion.
  - 1. This allowance includes Contractor overhead and profit.
- B. Allowance No. B: Quantity Allowance: Include 4 @ 4x8 sheets of deteriorated sheathing removal and replacement with new sheathing, as specified in Section 061600 "Sheathing."
  - 1. Coordinate quantity allowance adjustment with unit price requirements in Section 012200 "Unit Prices."

END OF SECTION 01 2100

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## SECTION 01 2200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.

#### 1.2 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION

#### 3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1 - Roof Sheathing Replacement:
  - 1. Description: Replace damaged sections of roof sheathing with new plywood roof sheathing in accordance with Section 066000 " Sheathing."
  - 2. Unit of Measurement: full 4x8 sheets.
  - 3. Quantity Allowance: Coordinate unit price with allowance adjustment

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requirements in Section 012100 "Allowances."

END OF SECTION 01 2200

UNIT PRICES

01 2200 - 2

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## SECTION 01 2500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- B. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- C. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

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- b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from IBC International Building Code.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fourteen days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

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#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than **fourteen** days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution will not adversely affect Contractor's construction schedule.
    - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - d. Requested substitution is compatible with other portions of the Work.
    - e. Requested substitution has been coordinated with other portions of the Work.
    - f. Requested substitution provides specified warranty.
    - g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed, unless otherwise indicated.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Requested substitution will not adversely affect Contractor's construction schedule.
    - e. Requested substitution has received necessary approvals of authorities having jurisdiction.

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- f. Requested substitution is compatible with other portions of the Work.
- g. Requested substitution has been coordinated with other portions of the Work.
- h. Requested substitution provides specified warranty.
- i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2500

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## SECTION 01 2900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of form provided by Owner.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

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6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### **1.3 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use forms provided by Owner for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and attachments as required per St. Louis Housing Authority Additional General Conditions item AGC-14.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

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- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
  
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Schedule of unit prices.
  - 5. Submittal schedule (preliminary if not final).
  - 6. List of Contractor's staff assignments.
  - 7. List of Contractor's principal consultants.
  - 8. Copies of building permits.
  - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 10. Initial progress report.
  - 11. Report of preconstruction conference.
  - 12. Certificates of insurance and insurance policies.
  
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.

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2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Evidence that claims have been settled.
5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
6. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

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## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination drawings.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.
- B. Related Sections:
  - 1. Division 01 Section "Project Record Documents" for procedures and requirements for Record Drawings.

#### 1.2 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

#### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

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- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

#### 1.4 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities, controlled by Contractor, with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.

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11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Owner's standard form.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 3:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly and include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.

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6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## 1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 10 days after execution of the Agreement.
  1. Attendees: Authorized representatives of Owner, Owner's Consultant, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda by Owner and Architect: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Distribution of the Contract Documents.
    - j. Submittal procedures.
    - k. Preparation of record documents.
    - l. Use of the premises.
    - m. Work restrictions.

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- n. Working hours.
  - o. Owner's occupancy requirements.
  - p. Responsibility for temporary facilities and controls.
  - q. Procedures for moisture and mold control.
  - r. Procedures for disruptions and shutdowns.
  - s. Construction waste management and recycling.
  - t. Parking availability.
  - u. Office, work, and storage areas.
  - v. Equipment deliveries and priorities.
  - w. First aid.
  - x. Security.
  - y. Progress cleaning.
3. Minutes: Contractor will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings a minimum on biweekly intervals.
- 1. Attendees: In addition to representatives of Owner, Owner's Consultant and Architect, each contractor, subcontractor, supplier, and 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 meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda by Contractor: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.
      - 11) Status of correction of deficient items.
      - 12) Field observations.
      - 13) Status of RFIs.
      - 14) Status of proposal requests.

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- 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
3. Minutes: Contractor will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating by Contractor: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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## SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Contractor's weekly progress reports.
  - 3. Contractor's weekly 3-week look-ahead schedule.
  - 4. Field Condition Reports.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

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1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Daily Construction Reports: Submit at weekly intervals.
- D. Field Condition Reports: Submit at time of discovery of differing conditions.

#### 1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from entities involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

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5. Punch List and Final Completion: Include not more than **30** days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work Restrictions: how the effect of the following items on the schedule:
    - a. Uninterruptible services.
    - b. Use of premises restrictions.
    - c. Seasonal variations.
    - d. Environmental control.
  3. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered RFIs.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
- F. Recovery Schedule: When periodic update indicates the Work is **14** or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

## 2.2 REPORTS

- A. Weekly Construction Reports: Prepare a weekly construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of current construction activated per Building.
  3. Statement of conformance with prior-weeks 3-Week Look-Ahead Schedule.
  4. Statement of means by which Contractor intends to regain compliance with 3-Week Look-Ahead if behind schedule.
  5. Material deliveries.
  6. Accidents.
  7. Unusual events, unforeseen conditions, or other items that could potentially cause delay.
  8. Orders and requests of authorities having jurisdiction.

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9. Equipment or system tests and startups.
- B. Weekly 3-Week Look-Ahead Reports: Prepare a weekly abbreviated construction schedule including the following information:
1. List of proposed construction activated per Building over the next 3 weeks.
  2. List of required Subcontractors and personnel to meet look-ahead schedule.
  3. List of required Material deliveries to meet look-ahead schedule.
  4. List of required submittal or RFI responses to meet look-ahead schedule.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules 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 performance of construction activities.

END OF SECTION 01 3200

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## SECTION 01 3300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 2. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

#### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files:
  - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

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- b. Contractor shall execute a data licensing agreement in the form of Architect's standard Release Agreement.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
  1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Name of subcontractor.
    - f. Name of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.

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- I. Other necessary identification.
- E. Identification and Information: identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g.,GCC-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., GCC-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Include the following information on an inserted cover sheet:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Related physical samples submitted directly.
    - m. Other necessary identification.
- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

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1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
1. Samples should be mailed directly to Architects office.
  2. Submit shop drawings, product data, schedules, and other information via project website as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
  4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
  5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.

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- b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples.
  - 6. Submit Product Data in the following format:
    - a. PDF electronic file.
    - b. Three paper copies of Product Data, unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
  - 3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

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1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- J. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

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- K. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- L. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- M. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- N. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- P. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

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- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
1. No Exceptions Taken
  2. Make Corrections & Proceed. Revise & Resubmit For Record.
    - a. Fabrication must comply with all notations and requirements of the contract documents.
    - b. Review does not authorize changes to contract sum. Contractor's responsibility includes: quality of materials and components, dimensions and correlation thereof, information which pertains solely to construction process, and coordination of all supplier's and subcontractor's work.
  3. Revise & Resubmit Per Comments - Do Not Proceed With Fabrication
  4. Rejected - Do Not Proceed with Fabrication. Submittal Does Not Conform to Contract Documents.
  5. Reviewed - Comments For Conformance With Architectural Scope (Design-Build Submittal)
  6. Not Reviewed - For Information Only

DATE RECEIVED

DATE REVIEWED

REVIEWED BY

Reviewing is for conformance with the design concept of the project and compliance with the Information given in the contract documents. The contractor is responsible for dimensions to be confirmed and corrected at the site; for information which pertains solely to the fabrication process or to the means, methods, techniques, sequences and procedures of construction;

- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 3300

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## SECTION 013516 - ALTERATION PROJECT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes special procedures for alteration work.
  - 1. Dismantling and Removal for salvage and re-installation.
- B. Related Work:
  - 1. Section 07 0150.19 "Preparation for Reroofing"

#### 1.2 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.

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- K. Retain: To keep an element or detail secure and intact.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

### 1.3 MATERIALS OWNERSHIP

- A. Items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

### 1.4 QUALITY ASSURANCE

- A. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- B. Safety and Health Standard: Comply with ANSI/ASSP A10.6.

### 1.5 STORAGE AND HANDLING OF SALVAGED MATERIALS

- A. Salvaged Materials for Reinstallation:
  - 1. Repair and clean items for reuse as indicated.
  - 2. Protect items from damage during transport and storage.
  - 3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- B. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work.
  - 1. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.
- C. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

PART 2 - PRODUCTS - (Not Used)  
PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants,

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and surrounding buildings from harm resulting from alteration work.

1. Use only proven protection methods, appropriate to each area and surface being protected.
2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
3. Erect temporary barriers to form and maintain fire-egress routes.
4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.

B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.

1. Prevent debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

### 3.2 PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated.
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
  - a. If combustible material cannot be removed, provide fire blankets to cover such materials.

B. Heat-Generating Equipment and Combustible Materials:

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1. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  2. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  3. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
  4. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
    - a. Train each fire watch in the proper operation of fire-control equipment and alarms.
    - b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
    - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
    - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
    - e. Maintain fire-watch personnel at each area of Project site until two hours after conclusion of daily work.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

### 3.3 GENERAL ALTERATION WORK

- A. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs.
- B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
  1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516

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## SECTION 01 7300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.
- B. Related Sections:
  - 1. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility for standard materials and receipts and licenses for landfill facilities licensed to accept hazardous materials, for hazardous waste disposal if found during construction.

#### 1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in

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reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

#### 1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
  1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

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1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

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- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.

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2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.5 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

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- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 7300

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## SECTION 01 7700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Sections:
  - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 3. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

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8. Complete startup testing of systems.
  9. Submit test/adjust/balance records.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  11. Advise Owner of changeover in heat and other utilities.
  12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  13. Complete final cleaning requirements, including touchup painting.
  14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

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#### 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Submit list of incomplete items in the following format:
    - a. PDF electronic file or three paper copies, unless otherwise indicated. Architect will return two copies.

#### 1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

Provide additional copies of each warranty to include in operation and maintenance manuals.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

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1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - c. Remove snow and ice to provide safe access to building.
    - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - f. Sweep concrete floors broom clean in unoccupied spaces.
    - g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - i. Remove labels that are not permanent.
    - j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
    - k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

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- I. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - p. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

END OF SECTION 01 7700

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## SECTION 01 7823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Product maintenance manuals.
- B. Related Sections:
  - 1. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Format: Submit operations and maintenance manuals in the following two (2) formats:
  - 1. PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Architect.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.
    - b. Enable inserted reviewer comments on draft submittals.
  - 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
- B. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or modify each manual to comply with Architect's and Commissioning Agent's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Agent's comments and prior to commencing demonstration and training.

### PART 2 - PRODUCTS

#### 2.1 REQUIREMENTS FOR MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.

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2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Architect.
  7. Name and contact information for Commissioning Agent.
  8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  9. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based upon file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

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- a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.

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- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- C. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 7823

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## SECTION 01 7839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Product Data.
- B. Related Sections:
  - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 2. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Final Submittal: Submit one original, 2 copies set of marked-up record prints and scan of images. Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Product Data: Submit one paper copy of each submittal.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings, Shop Drawings, and Coordination Drawings.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.

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2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
  3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

## 2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as scanned PDF electronic file(s) of marked up paper copy of Product Data.

## 2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked up miscellaneous record submittals.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

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- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 01 7839

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## **SECTION 06 1600 - SHEATHING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Roof sheathing replacement.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data:
  - 1. Plywood sheathing.
  - 2. Sheathing joint-and-penetration treatment materials.

#### **1.3 DELIVERY, STORAGE, AND HANDLING**

- A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

### **PART 2 - PRODUCTS**

#### **2.1 PRESERVATIVE-TREATED PLYWOOD**

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat items used with roofing.

#### **2.2 ROOF SHEATHING**

- A. Plywood Sheathing, Roofs: Exposure 1, Structural I sheathing.
  - 1. Span Rating: Match Existing – 32/16 assumed.
  - 2. Nominal Thickness: Match Existing – 19/32" assumed.

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## **2.3 FASTENERS**

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. For roof sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Screws for Fastening Sheathing to Wood Framing: ASTM C1002.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION, GENERAL**

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. Table 2304.10.1, "Fastening Schedule," in the ICC's International Building Code.
- D. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.
- E. Coordinate roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

### **3.2 INSTALLATION OF WOOD STRUCTURAL PANEL**

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.

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B. Fastening Methods: Fasten panels as indicated below:

1. Roof Sheathing:

- a. Nail to wood framing.
- b. Space panels 1/8 inch apart at edges and ends.

**END OF SECTION 06 1600**

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## SECTION 07 0150.19 - PREPARATION FOR REROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. The Work of This Section Includes:

1. Roof tear-off.
2. Roof deck preparation.
3. Roof re-cover preparation.
4. Disposal.

B. Related Requirements:

1. Section 061600 "Sheathing" for roof deck sheathing repair.

#### 1.2 ALLOWANCES

- A. Allowance for removal of existing deteriorated roof sheathing, and replacement with new parapet wall sheathing, is specified in Section 012100 "Allowances."

#### 1.3 UNIT PRICES

- A. Work of this Section is affected by wood roof deck sheathing removal and replacement unit price.

#### 1.4 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D1079 and NRCA's "The NRCA Roofing Manual: Membrane Roofing Systems" apply to work of this Section, including the following:

1. Re-Covering: The process of installing an additional roof covering over a prepared existing roof covering without removing the existing roof covering.
2. Replacement: The process of removing the existing roof covering, repairing any damaged substrate and installing a new roof covering (also called "tear-off and replacement").
3. Reroofing: The process of re-covering or tearing off and replacing an existing roof covering.
4. Roofing Assembly: The full assembly of roof components, including the roof deck, air or vapor retarder (if present), insulation, and membrane or primary roof covering designed to weatherproof a structure.
5. Roofing System: The roof components above the roof deck generally consisting of the air or vapor retarder (if present), insulation and membrane or primary roof covering designed to weatherproof a structure.

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- B. Full Roof Tear-off: The process of removing the existing roofing system down to the roof deck and installing a new roofing system over the existing roof deck.

## 1.5 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately below reroofing area.
1. Conduct reroofing so Owner's operations are not disrupted.
  2. Provide Owner with not less than 24 hours' written notice of activities that may affect Owner's operations.
  3. Coordinate work activities daily with Owner so Owner has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
  4. Before working over structurally impaired areas of roof deck, notify Owner to evacuate occupants from below affected area.
    - a. Verify that occupants below work area have been evacuated before proceeding with work over impaired roof deck area.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- D. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
- E. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
1. Remove only as much roofing in one day as can be made watertight on the same day.
- F. Hazardous Materials:
1. It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.
  2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

## PART 2 - PRODUCTS

### 2.1 INFILL AND REPLACEMENT MATERIALS

- A. Use infill materials matching existing roofing system materials unless otherwise indicated.

## PREPARATION FOR REROOFING

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- B. Plywood roof deck sheathing is specified in Section 061600 "Sheathing."
- C. Fasteners: Factory-coated steel fasteners with metal or plastic plates listed in FM Approvals' RoofNav, and acceptable to new roofing system manufacturer.

## 2.2 AUXILIARY REROOFING MATERIALS

- A. General: Use auxiliary reroofing preparation materials recommended in writing by roofing system manufacturer for intended use and compatible with components of [ **existing and**] new roofing system.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.
- B. Shut off rooftop utilities and service piping before beginning the Work.
- C. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.
  - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- D. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

### 3.2 ROOF TEAR-OFF

- A. Notify Owner each day of extent of roof tear-off proposed for that day [ **and obtain authorization to proceed**].
- B. Full Roof Tear-off: Remove existing roofing and other roofing system components down to the existing roof deck.
  - 1. Remove perimeter edge flashing.
  - 2. Remove flashings at pipes, curbs, mechanical equipment, and other penetrations.
  - 3. Remove roof drains indicated on Drawings to be removed.
  - 4. Remove fasteners from existing roof deck or cut fasteners off slightly above roof deck surface.

### 3.3 ROOF DECK PREPARATION

- A. Inspect existing roof deck after tear-off of roofing system.

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- B. If broken or loose fasteners that secure existing roof deck panels to one another or to structure are observed, or if existing roof deck appears or feels inadequately attached, immediately notify Architect.
- C. If existing roof deck surface is unsuitable for receiving new roofing or if structural integrity of existing roof deck is suspect, immediately notify Architect.
- D. Replace plywood roof deck sheathing as directed by Architect.
  - 1. Roof sheathing replacement will be paid for by adjusting the Contract Sum in accordance with unit prices included in the Contract Documents.

### 3.4 DISPOSAL

- A. Collect demolished materials and place in containers.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 07 0150.19

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## SECTION 07 3113 - ASPHALT SHINGLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Glass-fiber-reinforced asphalt shingles.
  - 2. Underlayment materials.
  - 3. Ridge vents.
  - 4. Sheet metal flashing and trim.

- B. Related Requirements:

#### 1.2 ALLOWANCES

- A. See Section 012100 "Allowances" for description of allowances affecting items specified under this Section.

#### 1.3 UNIT PRICES

- A. See Section 012200 "Unit Prices" for description of unit prices affecting items specified under this Section.

#### 1.4 DEFINITIONS

- A. Roofing Terminology: See ASTM D1079 for definitions of terms related to roofing Work in this Section.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of specified product.
- B. Shop Drawings: For sheet metal flashing and trim.
- C. Samples for Initial Selection:
  - 1. For each type of asphalt shingle indicated.
  - 2. For each type of accessory involving color selection.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Sample Warranties: For specified warranties.

## ASPHALT SHINGLES

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## 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For asphalt shingles.
- B. Warranty Documentation:
  - 1. Manufacturer's material warranty.
  - 2. Roofing system installer's warranty.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather, sunlight, and moisture in accordance with manufacturer's written instructions.
- B. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double-stack rolls.
- C. Protect unused roofing materials from weather, sunlight, and moisture when left overnight or when roofing Work is not in progress.
- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

## 1.9 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related Work to be performed in accordance with manufacturer's written instructions and warranty requirements.
  - 1. Install self-adhering, polymer-modified bitumen sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

## 1.10 WARRANTY

- A. Manufacturer's Materials Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
  - 1. Materials Warranty Period: 30 years from date of Substantial Completion, prorated, with first five years nonprorated.
  - 2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds of up to Insert value for five years from date of Substantial Completion.
- B. Roofing System Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace components of asphalt shingle roofing that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.

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## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Obtain each type of product from single source from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
- B. Wind Resistance: Provide asphalt shingles that comply with requirements of ASTM D3161/D3161M, Class F, and with ASTM D7158/D7158M, Class H.

### 2.3 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Impact-Resistant, Laminated-Strip Asphalt Shingles: ASTM D3462/D3462M, laminated, multi-ply overlay construction; glass-fiber reinforced, mineral-granule surfaced, and self-sealing; with impact resistance complying with UL 2218, Class 4.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide IKO: Nordic Impact Resistant Shingles or comparable product by one of the following:
    - a. CertainTeed; Saint-Gobain North America: Belmont
    - b. GAF Materials Corporation
  - 2. Butt Edge: Straight cut.
  - 3. Strip Size: Manufacturer's standard.
  - 4. Algae Resistance: Granules resist algae discoloration.
  - 5. Color and Blends: As selected by Architect from manufacturer's full range.

### 2.4 UNDERLAYMENT MATERIALS

- A. Synthetic Underlayment: UV-resistant polypropylene, polyolefin, or polyethylene polymer fabric with surface coatings or treatments to improve traction underfoot and abrasion resistance; evaluated and documented to be suitable for use as a roof underlayment under applicable codes by a testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. CertainTeed; SAINT-GOBAIN
    - b. GAF
    - c. IKO Industries Inc.

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- B. Self-Adhering, Polymer-Modified Bitumen Sheet: ASTM D1970/D1970M, glass-fiber-mat-reinforced, polymer-modified asphalt; with slip-resistant top surface and release backing; cold applied.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. CertainTeed; SAINT-GOBAIN
  - b. GAF
  - c. IKO Industries Inc.
2. Sheet Thickness: Minimum 40 mils.
3. Top Surface: Granule.

## 2.5 RIDGE VENTS

- A. Rigid Ridge Vent: Manufacturer's standard, rigid-section, high-density, UV-stabilized plastic ridge vent for use under ridge shingles.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. CertainTeed; Saint-Gobain North America
    - b. Cor-A-Vent, Inc
    - c. Tamko Building Products LLC
  2. Features:
    - a. Nonwoven geotextile filter strips.

## 2.6 SHEET METAL FLASHING AND TRIM

- A. Provide Sheet Metal Flashing and Trim.
1. Sheet Metal: Coil-coated aluminum.
  2. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions on Exposed Surface.
- B. 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 the item unless otherwise indicated on Drawings.

## 2.7 PIPE FLASHING

- A. Provide New Pipe Flashing at Existing Pipe Penetrations

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1. Basis of Design product: The Ultimate Pipe Flashing
2. Manufacturer: Lifetime Tool
3. Size: To match existing piping.
4. Color: Matte Black Kynar

## 2.8 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.
- B. Elastomeric Flashing Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant; of class and use classifications required to seal joints and remain watertight; recommended in writing by manufacturer for installation of flashing systems.
- C. Roofing Nails: ASTM F1667, aluminum, stainless steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum **0.120-inch-** diameter, sharp-pointed, with a **3/8- to 7/16-inch-** diameter flat head and of sufficient length to penetrate **3/4 inch** into solid wood decking or extend at least **1/8 inch** through sheathing less than **3/4 inch** thick.
  1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- D. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, **1-inch-** minimum diameter.
  1. Provide with minimum **0.0134-inch-** thick metal cap, **0.010-inch-** thick power-driven metal cap, or **0.035-inch-** thick plastic cap; and with minimum **0.083-inch-** thick ring shank or **0.091-inch-** thick smooth shank of length to penetrate at least **3/4 inch** into roof sheathing or to penetrate through roof sheathing less than **3/4 inch** thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with roofing system Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
  2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through asphalt shingles.
  3. Verify that vent stacks and other penetrations through roofing are installed and securely fastened.

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### 3.2 INSTALLATION OF UNDERLAYMENT MATERIALS

- A. Comply with asphalt shingle and underlayment manufacturers' written installation instructions and with recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in this Section or indicated on Drawings.
- B. Synthetic Underlayment:
  - 1. Install on roof deck parallel with and starting at the eaves.
    - a. Lap sides and ends as recommended in writing by manufacturer, but not less than 2 inches for side laps and **6 inches** for end laps.
    - b. Stagger end laps between succeeding courses at interval recommended in writing by manufacturer, but not less than **72 inches**.
    - c. Fasten with underlayment nails in accordance with manufacturer's written instructions.
    - d. Cover underlayment within period recommended in writing by manufacturer.
  - 2. Install in single layer on roofs sloped at 4:12 and greater.
  - 3. Install in double layer on roofs sloped at less than 4:12.
  - 4. Install synthetic underlayment on roof deck not covered by self-adhering, polymer-modified bitumen sheet unless otherwise specified in this Section or indicated on Drawings.
    - a. Lap sides of underlayment over self-adhering sheet not less than **4 inches** in direction to shed water.
    - b. Lap ends of underlayment not less than **6 inches** over self-adhering sheet.
  - 5. Terminate synthetic underlayment extended up not less than 4 inches against sidewalls, curbs, chimneys, and other roof projections.
- C. Self-Adhering, Polymer-Modified Bitumen Sheet: Install, wrinkle free, on roof deck.
  - 1. Comply with low-temperature installation restrictions of underlayment manufacturer.
  - 2. Install lapped in direction that sheds water.
    - a. Lap sides not less than **4 inches**.
    - b. Lap ends not less than **6 inches**, staggered **24 inches** between succeeding courses.
    - c. Roll laps with roller.
  - 3. Eaves: Extend from edges of eaves 24 inches beyond interior face of exterior wall.
  - 4. Cover underlayment within seven days.

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### 3.3 INSTALLATION OF SHEET METAL FLASHING AND TRIM

- A. Install metal flashings and trim.
  - 1. Install metal flashings in accordance with recommendations in NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
  - 2. Bed flanges of metal flashings using asphalt roofing cement or elastomeric flashing sealant.
- B. Step Flashings: Install with a headlap of **2 inches** and extend over underlying shingle and up the vertical face.
  - 1. Install with lower edge of flashing just upslope of, and concealed by, butt of overlying shingle.
  - 2. Fasten to roof deck only.
- C. Rake Drip Edges: Install over underlayment materials and fasten to roof deck.
- D. Eave Drip Edges: Install below underlayment materials and fasten to roof deck.
- E. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

### 3.4 INSTALLATION OF GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Install asphalt shingles in accordance with manufacturer's written instructions and recommendations NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed with self-sealing strip face up at roof edge.
  - 1. Extend asphalt shingles 1/2 inch over fascia at eaves and rakes.
  - 2. Install starter strip along rake edge.
- C. Install first and remaining courses of laminated asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Fasten asphalt shingle strips with a minimum of four roofing nails, but not less than the number indicated in manufacturer's written instructions for roof slope and design wind speed indicated on Drawings and for warranty requirements specified in this Section.
  - 1. Locate fasteners in accordance with manufacturer's written instructions.
  - 2. Where roof slope is less than 4:12, hand seal self-sealing asphalt shingles to improve the shingles' positive bond by applying asphalt roofing cement spots between course overlaps after nailing the upper course.
- E. Ridge Vents: Install continuous ridge vents over asphalt shingles in accordance with manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.

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END OF SECTION 07 3113

ASPHALT SHINGLES

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## SECTION 07 7100 - ROOF SPECIALTIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Roof-edge drainage systems.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data: For each type of specified product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

##### B. Samples for Initial Selection: For each type of roof specialty indicated with factory-applied color finishes.

#### 1.3 CLOSEOUT SUBMITTALS

##### A. Maintenance Data: For roof specialties.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

##### A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.

##### B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

#### 1.5 COORDINATION

##### A. Coordinate roof specialties with roofing system, existing exterior wall system, existing and new flashing, and other adjoining work to provide a leakproof, weathertight, secure, and noncorrosive installation.

1. Performance Coordination: Coordinate with the Work of roofing Sections to ensure that roof specialties provided under the Work of this Section meet or exceed specified roofing performance requirements.

##### B. Confirm and coordinate compatibility of materials and comply with warranty requirements of roofing system manufacturer.

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## 1.6 WARRANTY

- A. Roofing-System Warranty: Roof specialties are included in warranty provisions in Section 073113 "Asphalt Shingles."
- B. Special Warranty on Painted Finishes: Manufacturer agrees to repair finishes or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Obtain roof specialties compatible with manufacturer providing roofing-system warranty specified in Section 073113 "Asphalt Shingles."

### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties to withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. SPRI Wind Design Standard: Manufacture and install roof-edge specialties tested in accordance with ANSI/SPRI/FM 4435/ES and capable of resisting the following design pressures:
  - 1. Design Pressure: 72 psf at Corner Zones.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

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## 2.3 ROOF-EDGE DRAINAGE SYSTEMS

### A. Roof-Edge Drainage System:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Castle Metal Products
  - b. Pac-Clad, Petersen; a Carlisle Company
  - c. SAF (Southern Aluminum Finishing Company, Inc.)
2. Gutters: Manufactured in uniform section lengths not exceeding **12 ft.**, with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least **1 inch** above front edge. Furnish flat-stock gutter straps, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters.
  - a. Formed Aluminum Sheet: **0.032 inch** thick.
  - b. Gutter Profile: Ogee to match existing and in accordance with SMACNA's "Architectural Sheet Metal Manual."
  - c. Corners: Factory mitered and mechanically clinched and sealed watertight.
  - d. Gutter Supports: Spikes and ferrules with finish matching the gutters.
3. Downspouts: Corrugated rectangular complete with machine-crimped elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
  - a. Formed Aluminum Sheet: **0.032 inch** thick.
  - b. Size: match existing.
4. Finishes:
  - a. Aluminum: Two-coat fluoropolymer.
    - 1) Color: As selected by Architect from manufacturer's full range.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

## ROOF SPECIALTIES

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### 3.2 INSTALLATION OF ROOF SPECIALTIES, GENERAL

- A. Install roof specialties in accordance with manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  2. Provide uniform, neat seams with minimum exposure of solder and sealant.
  3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
  4. Torch cutting of roof specialties is not permitted.
  5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer's written installation instructions.
1. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
1. Space movement joints at a maximum of **12 ft.** with no joints within **18 inches** of corners or intersections unless otherwise indicated on Drawings.
  2. When ambient temperature at time of installation is between **40 and 70 deg F**, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that penetrate substrate not less than recommended in writing by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal concealed joints with butyl sealant as required by roof specialty manufacturer.

### 3.3 INSTALLATION OF ROOF-EDGE DRAINAGE SYSTEMS

- A. Install components to produce a complete roof-edge drainage system in accordance with manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than **24 inches** apart. Attach ends with rivets and seal with sealant to make watertight. Slope to downspouts.
1. Install gutter with expansion joints at locations indicated but not exceeding **50 ft.** apart. Install expansion-joint caps.

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- C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and **1 inch** away from walls; locate fasteners at top and bottom and at approximately **60 inches** o.c.

- 1. Connect downspouts to existing underground drainage system.

### 3.4 CLEANING

- A. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.

### 3.5 PROTECTION

- A. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 07 7100

# LASALLE MANAGEMENT BUILDING ROOF REPLACEMENT

929 HICKORY ST  
SAINT LOUIS, MO 63104



ARCHITECT:  
TRIVERS

380 North 18<sup>th</sup> Street, Suite 100  
St. Louis, MO 63102  
314.241.2900  
314.241.2909 Fax  
Project Manager: James Roseberry, AIA, LEED AP  
Project Architect: Madison Booher, AIA, LEED Green Associate

jroseberry@trivers.com  
mbooher@trivers.com

OWNER:  
Lisa Selligman, Capital Projects Manager  
3520 Page Blvd. St. Louis, MO 63106  
OWNER'S PROJECT #: RD 26-35  
TRIVERS' PROJECT #: 26043.00



Location Map

CONSTRUCTION DOCUMENTS

06.08.2026

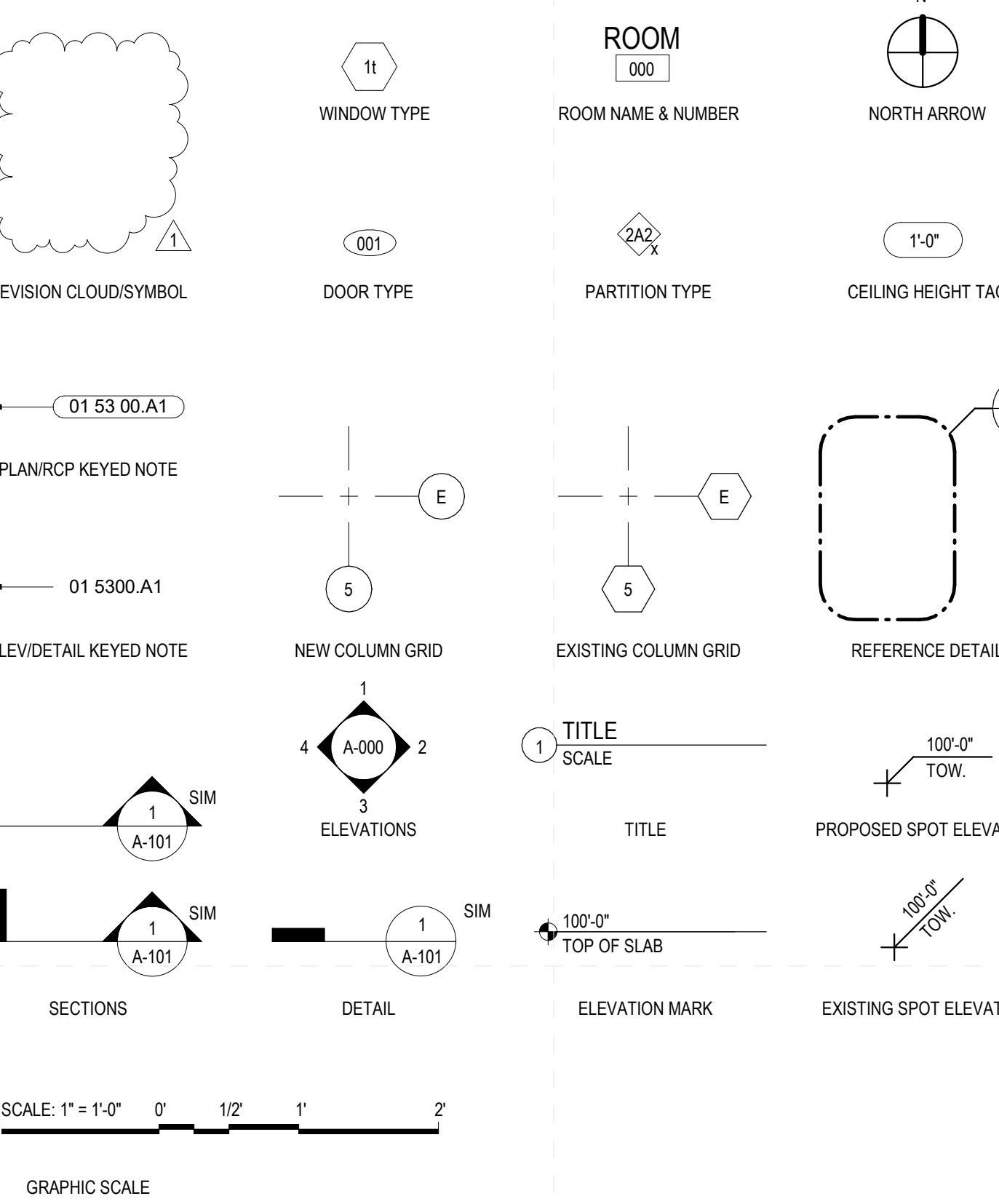


PROJECT GENERAL NOTES

STANDARDS & REGULATIONS

- CONTRACTOR SHALL PERFORM ALL WORK IN CONFORMANCE W/ APPLICABLE BUILDING CODES, LOCAL, STATE & FEDERAL ORDINANCES & APPLICABLE REGULATORY AGENCIES. STANDARDS REFERENCED BY THE WRITTEN REQUIREMENTS OF THESE AUTHORITIES ARE IN FORCE UNLESS OTHERWISE NOTED AMENDED BY THESE DOCUMENTS.
- CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS & RELEASES REQUIRED FOR THE WORK & OCCUPANCY. COPIES OF PERMITS, AGENCY APPROVALS & RELEASE FORMS SHALL BE PROVIDED TO THE OWNER & ARCHITECT WITHIN 10 DAYS OF RECEIPT. CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY CONDITIONS SET BY AUTHORITIES HAVING JURISDICTION DELAYING RELEASE OF PERMITS OR APPROVALS.
- IF REQUIRED, CONTRACTOR SHALL FILE NOTICE OF INTENT W/ THE ENVIRONMENTAL PROTECTION AGENCY (EPA).
- CONTRACTOR SHALL COMPLY W/ U.L. OR ANOTHER AGENCY RECOGNIZED BY AUTHORITIES HAVING JURISDICTION OF THIS PROJECT, FOR FIRE-RATED ASSEMBLY STANDARDS & TESTING. NOTIFY THE ARCHITECT IMMEDIATELY OF CONDITIONS THAT ALTER THE FIRE-RATING PERFORMANCE OF THE ASSEMBLY.
- CONTRACTOR SHALL OBTAIN & COORDINATE ALL REQUIRED INSPECTIONS IN ACCORDANCE W/ AUTHORITIES HAVING JURISDICTION, UNLESS OTHERWISE INDICATED.
- UPON DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS, CONTRACTOR IS TO CEASE WORK, INFORM THE OWNER & CONTACT THE ARCHITECT IMMEDIATELY.

GRAPHIC LEGEND



ABBREVIATIONS

|         |                                       |        |                                            |        |                        |
|---------|---------------------------------------|--------|--------------------------------------------|--------|------------------------|
| A       | ANCHOR BOLT                           | H      | HOSE BIB                                   | Q      | QUARTER                |
| AB      | ACoustic CEILING BAFFLE               | HB     | HOLLOW CORE                                | QTR    | QUANTITY               |
| ACB     | ACoustic CEILING BAFFLE               | HCP    | HANDICAPPED                                | QTY    | QUANTITY               |
| AF      | ABOVE FINISHED FLOOR                  | HD     | HEAVY DUTY                                 | QTZ    | QUARTZ                 |
| AGGR    | AGGREGATE                             | HD     | HARDWARE                                   | R      | RADIUS                 |
| ALT     | ALTERNATE                             | HDWD   | HARDWOOD                                   | RB     | RESILIENT BASE         |
| ALUM    | ALUMINUM                              | HMC    | HOLLOW METAL                               | RCP    | REFLECTED CEILING PLAN |
| AP      | ACCESS PANEL                          | HMD    | HOLLOW METAL DOOR                          | RD     | STAIN                  |
| APC     | ACoustic PANEL CEILING                | HMDR   | HANDRAIL                                   | RGD    | RIGID INSULATION       |
| APPROX  | APPROXIMATE                           | HR     | HOUR                                       | REC    | RECESSED               |
| ARCH    | ARCHITECT                             | HT     | HEIGHT                                     | REF    | REFER TO               |
| ARF     | ARCHITECTURAL FINISH                  | HT TRD | HEAT TREATED (GLASS)                       | REIN   | REINFORCED             |
| B       | BOARD                                 | HVAC   | HEATING, VENTILATION, AND AIR CONDITIONING | REQD   | REQUIRED               |
| BD      | BUILDING                              | I      | INSIDE DIAMETER                            | RESL   | RESILIENT              |
| BO      | BOTTOM OF                             | ID     | INSIDE DIAMETER                            | RF     | ROOFING                |
| BOS     | BOTTOM OF STEEL                       | INS    | INSULATION                                 | RM     | ROOM                   |
| BRD     | BEARING                               | INT    | INTERIOR                                   | RND    | ROUND                  |
| BTWN    | BETWEEN                               | J      | JANITOR                                    | RO     | ROUGH OPENING          |
| BUR     | BUILT UP ROOFING                      | JNT    | JOINT                                      | RSF    | RESILIENT SHEET FLOOR  |
| BW      | BOTH WAYS                             | JST    | JOIST                                      | RTF    | RESILIENT FLOOR TILE   |
| C       | CAST IN PLACE                         | K      | KITCHEN                                    | S      | SOUTH                  |
| CONC    | CONCRETE                              | L      | LABORATORY                                 | SBSTR  | SUBSTRATE              |
| CJ      | CONTROL JOINT                         | LAD    | LADDER                                     | SC     | SOLID CORE             |
| CLG     | CEILING                               | LAM    | LAMINATE                                   | SCHED  | SCHEDULE               |
| CLR     | CLEAR                                 | LAV    | LAVATORY                                   | SD     | SMOKE DETECTOR         |
| CMU     | CONCRETE MASONRY UNIT                 | LDBRG  | LOAD BEARING                               | SDG    | SIDING                 |
| CNTR    | COUNTER                               | LF     | LINEAL FEET                                | SECT   | SECTION                |
| COL     | COLUMN                                | LN     | LINEAR                                     | SGD    | SLIDING GLASS DOOR     |
| CONN    | CONNECTION                            | LNO    | LINEOLEUM                                  | SHT    | SHEET                  |
| CONSTR  | CONSTRUCTION                          | LST    | LIMESTONE                                  | SM     | SIMILAR                |
| CONT    | CONTINUOUS                            | LT     | LIGHT                                      | SPEC   | SPECIFICATIONS         |
| COORD   | COORDINATE                            | LT GA  | LIGHT GAGE                                 | SQ     | SQUARE                 |
| CTR     | CENTER                                | LTNG   | LIGHTING                                   | SS     | SOLID SURFACE          |
| D       | DEGREE                                | LV     | LOW VOLTAGE                                | STSTN  | STAIN                  |
| DEM     | DEMOLISH                              | LVR    | LOUVER                                     | STAGG  | STAGGERED              |
| DETDTL  | DETAIL                                | M      | MANUAL                                     | STD    | STANDARD               |
| DGL     | DECORATIVE GLASS                      | MAN    | MANUAL                                     | STF    | STIFFENER              |
| DIAG    | DIAGONAL                              | MATL   | MATERIAL                                   | STL    | STEEL                  |
| DN      | DOWN                                  | MAX    | MAXIMUM                                    | STO    | STONE                  |
| DR      | DOWN FRAME                            | MB     | METAL BASE                                 | STRUC  | STRUCTURAL             |
| DWG     | DRAWING                               | MCT    | METAL CEILING TILE                         | SST    | STAINLESS STEEL        |
| E       | EAST                                  | MD     | METAL DECK                                 | SUB FL | SUBFLOOR               |
| EA      | EACH                                  | MECH   | MECHANICAL                                 | SYNTH  | SYNTHETIC              |
| EIFS    | EXTERIOR INSULATION AND FINISH SYSTEM | MEMB   | MEMBRANE                                   | T      | TOP AND BOTTOM         |
| EJ      | EXPANSION JOINT                       | MEZ    | MEZZANINE                                  | TER    | TERRAZZO               |
| EL      | ELEVATION                             | MF     | MILL FINISH                                | T & G  | TONGUE AND GROOVE      |
| ELEC    | ELECTRICAL                            | MFR    | MANUFACTURER                               | THK    | THICK                  |
| ELEV    | ELEVATOR                              | MI     | MANHOLE                                    | TL     | TILE                   |
| EMER    | EMERGENCY                             | MIN    | MINIMUM                                    | TMPO   | TEMPERED               |
| ENCL    | ENCLOSURE                             | MIR    | MIRROR                                     | TO     | TOP OF                 |
| ENTR    | ENTRANCE                              | MISC   | MISCELLANEOUS                              | TOP    | TOP OF PARAPET         |
| EQ      | EQUAL                                 | MIT    | MITER                                      | TOW    | TOP OF WALL            |
| EQUIP   | EQUIPMENT                             | MDG    | MOULDING                                   | TPO    | ROOFING                |
| EW      | EACH WAY                              | MO     | MASONRY OPENING                            | TR     | TREAD                  |
| EXC     | EXCAVATE                              | MR     | MOISTURE RESISTANT                         | TRN    | TRANSITION             |
| EXIST   | EXISTING                              | MRT    | MARBLE THRESHOLD                           | TYP    | TYPICAL                |
| EXP     | EXPANSION                             | MTD    | MOUNTED                                    | U      | UNEXCAVATED            |
| EXPD    | EXPOSED                               | MTL    | METAL                                      | U.N.O. | UNLESS NOTED OTHERWISE |
| EXT     | EXTERIOR                              | MULL   | MULLION                                    | UP     | UPHOLSTERY             |
| EXT GR  | EXISTING GRADE                        | MWP    | MEMBRANE WATERPROOF                        | V      | VARIABLE               |
| F       | FIRE ALARM                            | N      | NORTH                                      | VAR    | VARIABLE               |
| FD      | FLOOR DRAIN                           | NA     | NOT APPLICABLE                             | VERT   | VERTICAL               |
| FDC     | FIRE DEPARTMENT CONNECTION            | NAT    | NATURAL                                    | VIF    | VERIFY IN FIELD        |
| FDTN    | FOUNDATION                            | NCOMB  | NON COMBUSTIBLE                            | VNR    | VENER                  |
| FE      | FIRE EXTINGUISHER                     | NC     | NOT IN CONTRACT                            | VR     | VAPOR RETARDER         |
| FEC     | FIRE EXTINGUISHER CABINET             | NO     | NUMBER                                     | VRFY   | VERIFY                 |
| FGL     | FIBERGLASS                            | NOM    | NOMINAL                                    | W      | WEST                   |
| FHO     | FIRE HOSE CONNECTION                  | NTS    | NOT TO SCALE                               | WI     | WITH                   |
| FIN     | FINISH                                | O      | ON CENTER                                  | WB     | WOOD BASE              |
| FIN FLR | FINISH FLOOR                          | OC     | ON CENTER                                  | WC     | WATER CLOSET           |
| FL      | FLOW LINE                             | OD     | OUTSIDE DIAMETER                           | WCLR   | WATER COOLER           |
| FLM     | FILM                                  | OF     | OWNER FURNISHED /                          | WCV    | WALLCOVERING           |
| FLMT    | FLUSH MOUNT                           | OFI    | OWNER FURNISHED /                          | WD     | WOOD                   |
| FLR     | FLOOR                                 | OFI    | OWNER FURNISHED /                          | WDC    | WOOD CEILING           |
| FLUOR   | FLUORESCENT                           | OH     | OVERHEAD                                   | WDF    | WOOD FLOORING          |
| FOB     | FACE OF BRICK                         | OPNG   | OPENING                                    | WDW    | WINDOW                 |
| FOC     | FACE OF CONCRETE                      | OPP    | OPPOSITE                                   | WLD    | WELDED                 |
| FOF     | FACE OF FINISH                        | OPR    | OPERABLE                                   | WLP    | WALL PROTECTION        |
| FOS     | FACE OF STUD                          | ORD    | OVERFLOW ROOF DRAIN                        | WLO    | WITHOUT                |
| FP      | FIRE PROTECTION                       | ORN    | ORNAMENTAL                                 | WP     | WORKING POINT          |
| FRTW    | FIRE RETARDANT TREATED WOOD           | P      | PRE-CAST CONCRETE                          | WR     | WEATHER RESISTANT      |
| FS      | FULL SIZE                             | PERF   | PERFORATED                                 | WPM    | WATERPROOF MEMBRANE    |
| FSTNR   | FASTENER                              | PERP   | PERPENDICULAR                              | WT     | WINDOW TREATMENT       |
| FT      | FOOT OR FEET / FULLY TEMPERED         | PL     | PROPERTY LINE                              | 4      | CENTERLINE             |
| FTG     | FOOTING                               | PLM    | PLASTIC LAMINATE                           | P      | PLATE                  |
| FURN    | FURNISH                               | PLAS   | PLASTER                                    |        |                        |
| FURR    | FURRING                               | PLUMB  | PLUMBING                                   |        |                        |
| FUT     | FUTURE                                | PLYWD  | PLYWOOD                                    |        |                        |
| FV      | FIELD VERIFY                          | POL    | POLISHED                                   |        |                        |
| G       | GAUGE                                 | PORC   | PORCELAIN                                  |        |                        |
| GA      | GALVANIZED                            | PR     | PAIR                                       |        |                        |
| GB      | GRAB BAR                              | PRCST  | PRECAST                                    |        |                        |
| GC      | GENERAL CONTRACTOR                    | PREFIN | PREFINISHED                                |        |                        |
| GLZ     | GLAZING                               | PT     | PRESSURE TREATED                           |        |                        |
| GR      | GRADE                                 | PTN    | PARTITION                                  |        |                        |
| GR BM   | GRADE BEAM                            |        |                                            |        |                        |
| GRG     | GRATING                               |        |                                            |        |                        |
| GYP     | GYP SUM                               |        |                                            |        |                        |
| GYP BD  | GYP SUM BOARD                         |        |                                            |        |                        |

| PROJECT KEYNOTES |                                                                                                                                          |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| KEYNOTE          | KEYNOTE DESCRIPTION                                                                                                                      |
| 01 3516 BDW      | EXISTING BUILDING WRAP TO REMAIN                                                                                                         |
| 01 3516 EXT      | INTERIOR FACE OF EXISTING EXTERIOR WALL BELOW                                                                                            |
| 01 3516 FLA      | EXISTING FLASHING TO REMAIN                                                                                                              |
| 01 3516 FLU      | EXISTING FLUE PIPE PENETRATION TO REMAIN, TYP.                                                                                           |
| 01 3516 FUR      | EXISTING FURRING TO REMAIN                                                                                                               |
| 01 3516 MEC      | EXISTING MECHANICAL EQUIPMENT AND CURB TO REMAIN, TYP.                                                                                   |
| 01 3516 PIP      | EXISTING PIPE PENETRATION TO REMAIN, TYP.                                                                                                |
| 01 3516 SID      | EXISTING COMPOSITE SIDING TO REMAIN                                                                                                      |
| 01 3516 STR      | EXISTING STRUCTURE TO REMAIN                                                                                                             |
| 01 3516 TRI      | EXISTING SIDING TRIM TO REMAIN                                                                                                           |
| 07 3113 ASH      | ASPHALT SHINGLES                                                                                                                         |
| 07 3113 RID      | RIDGE VENT. MAINTAIN EXISTING DISTANCE FROM RAKE EDGES                                                                                   |
| 07 3113 UND      | UNDERLAYMENT                                                                                                                             |
| 07 7100 DSP      | FACTORY-FORMED ALUM DOWNSPOUT TO MATCH EXISTING SIZE AND PROFILE. CONNECT TO EXISTING DOWNSPOUT BOOT TO PROVIDE COMPLETE DRAINAGE SYSTEM |
| 07 7100 GUT      | FACTORY-FORMED ALUM GUTTER TO MATCH EXISTING SIZE AND PROFILE                                                                            |

| SHEET LIST TABLE |                                      | ISSUES & REVISIONS                |
|------------------|--------------------------------------|-----------------------------------|
| SHEET            |                                      |                                   |
|                  |                                      | 06.08.2026 CONSTRUCTION DOCUMENTS |
|                  |                                      |                                   |
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| NUMBER           | TITLE                                |                                   |
| GENERAL          |                                      |                                   |
| G-000            | COVER                                | X                                 |
| G-001            | GENERAL NOTES & DRAWING ORGANIZATION | X                                 |
| ARCHITECTURAL    |                                      |                                   |
| A-101            | ROOF PLAN AND DETAILS                | X                                 |
| A-500            | TYPICAL ROOF DETAILS                 | X                                 |
| A-501            | EXISTING CONDITIONS PHOTOS           | X                                 |

LASALLE MANAGEMENT BUILDING ROOF REPLACEMENT

929 HICKORY ST  
SAINT LOUIS, MO 63104

06.08.2026 LASALLE MANAGEMENT BUILDING ROOF REPLACEMENT - CONSTRUCTION DOCUMENTS



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Trivers Associates, Inc. 2026  
PROJECT #: 26043.00

No. Description Date

GENERAL NOTES & DRAWING ORGANIZATION

G-001

A. DO NOT SCALE DRAWINGS. FOLLOW WRITTEN CONDITIONS ONLY.

B. CONTRACTOR TO FIELD VERIFY EXISTING DIMENSIONS AND ALL DIMENSIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES FOUND AMONG THE DOCUMENTS OR BETWEEN THE DOCUMENTS AND EXISTING CONDITIONS PRIOR TO BID. IF DISCREPANCIES ARE NOT NOTICED OR NOTICED TOO LATE TO CORRECT, CONTRACTOR SHALL PROTECT ALL EXISTING CONDITIONS TO REMAIN FROM DAMAGE.

C. CONTRACTOR SHALL PROTECT ALL EXISTING CONDITIONS TO REMAIN FROM DAMAGE.

D. STEEL AND DEBRIS CONTROL MUST BE PROVIDED BETWEEN CONSTRUCTION AND NON-CONSTRUCTION AREAS AT ALL TIMES.

E. COORDINATE INTERRUPTIONS, CUTTING & REMOVAL OF EXISTING WITH OWNER.

F. REMOVE EXISTING ASPHALT SHINGLES, ASSOCIATED UNDERLAYMENT AND ICE AND WATER SHEED, ALL GUTTER LEAVE AND RAKE TRIMS AND FLASHINGS, AND RIDGE VENT. EXISTING PIPES, EQUIPMENT, CURBS TO REMAIN.

G. REMOVE ALL GUTTERS & DOWNSPOUTS (U.S.N.O.) DOWNSPOUT BOOTS TO REMAIN.

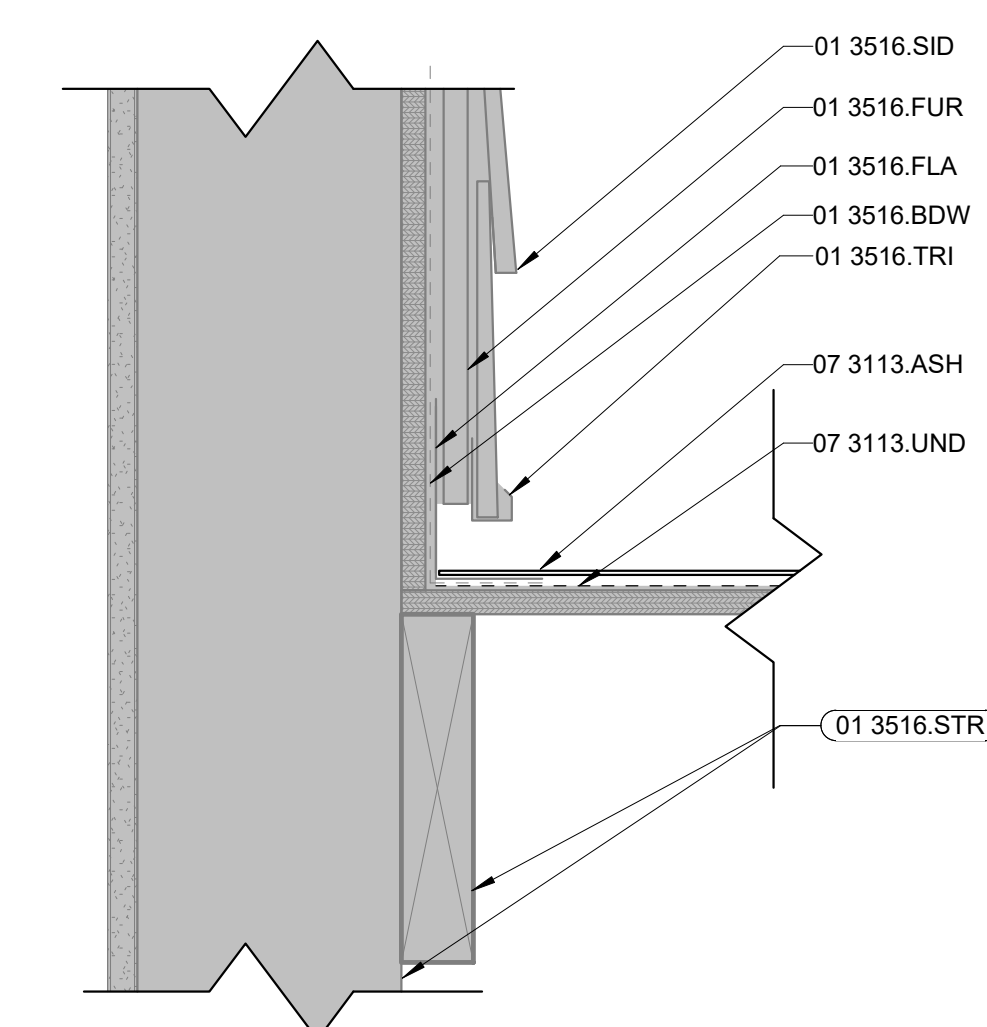
H. REMOVE AND REPLACE EXISTING ROOF SHEATHING DAMAGED.

I. EXISTING SIDING, FASCIA, TRIM, AND FLASHINGS TO REMAIN.

| PATTERN                                                                             | DESCRIPTION          |
|-------------------------------------------------------------------------------------|----------------------|
|  | ICE AND WATER SHIELD |

| KEYNOTE | KEYNOTE DESCRIPTION |
|---------|---------------------|
|---------|---------------------|

|             |                                                                                                                                          |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 01 3516.BDW | EXISTING BUILDING WRAP TO REMAIN                                                                                                         |
| 01 3516.EXT | INTERIOR FACE OF EXISTING EXTERIOR WALL BELOW                                                                                            |
| 01 3516.FLA | EXISTING FLASHING TO REMAIN                                                                                                              |
| 01 3516.FLU | EXISTING FLUE PIPE PENETRATION TO REMAIN, TYP.                                                                                           |
| 01 3516.FUR | EXISTING FURRING TO REMAIN                                                                                                               |
| 01 3516.MEC | EXISTING MECHANICAL EQUIPMENT AND CURB TO REMAIN, TYP.                                                                                   |
| 01 3516.PIP | EXISTING PIPE PENETRATION TO REMAIN, TYP.                                                                                                |
| 01 3516.SID | EXISTING COMPOSITE SIDING TO REMAIN                                                                                                      |
| 01 3516.STR | EXISTING STRUCTURE TO REMAIN                                                                                                             |
| 01 3516.TRI | EXISTING SIDING TRIM TO REMAIN                                                                                                           |
| 07 3113.ASH | ASPHALT SHINGLES                                                                                                                         |
| 07 3113.RID | RIDGE VENT. MAINTAIN EXISTING DISTANCE FROM RAKE EDGES                                                                                   |
| 07 3113.LND | UNDERLAYMENT                                                                                                                             |
| 07 7100.DSP | FACTORY-FORMED ALUM DOWNSPOUT TO MATCH EXISTING SIZE AND PROFILE. CONNECT TO EXISTING DOWNSPOUT BOOT TO PROVIDE COMPLETE DRAINAGE SYSTEM |
| 07 7100.GUT | FACTORY-FORMED ALUM GUTTER TO MATCH EXISTING SIZE AND PROFILE                                                                            |



1. REMOVE NAILS FROM HORIZONTAL LEG OF EXISTING STEP FLASHING
2. DO NOT DAMAGE FLASHING
3. CUT EXISTING UNDERLAYMENT TO EDGE OF EXISTING STEP FLASHING
4. INSERT NEW UNDERLAYMENT UNDER EXISTING UNDERLAYMENT AND FLASHING
5. PROCEED WITH DETAIL C1/A-500
6. APPLY ASPHALT PATCHING CEMENT TO ANY REMAINING HOLES IN HORIZONTAL LEG OF FLASHING

A3 EXISTING SIDE WALL  
3" = 1'-0"

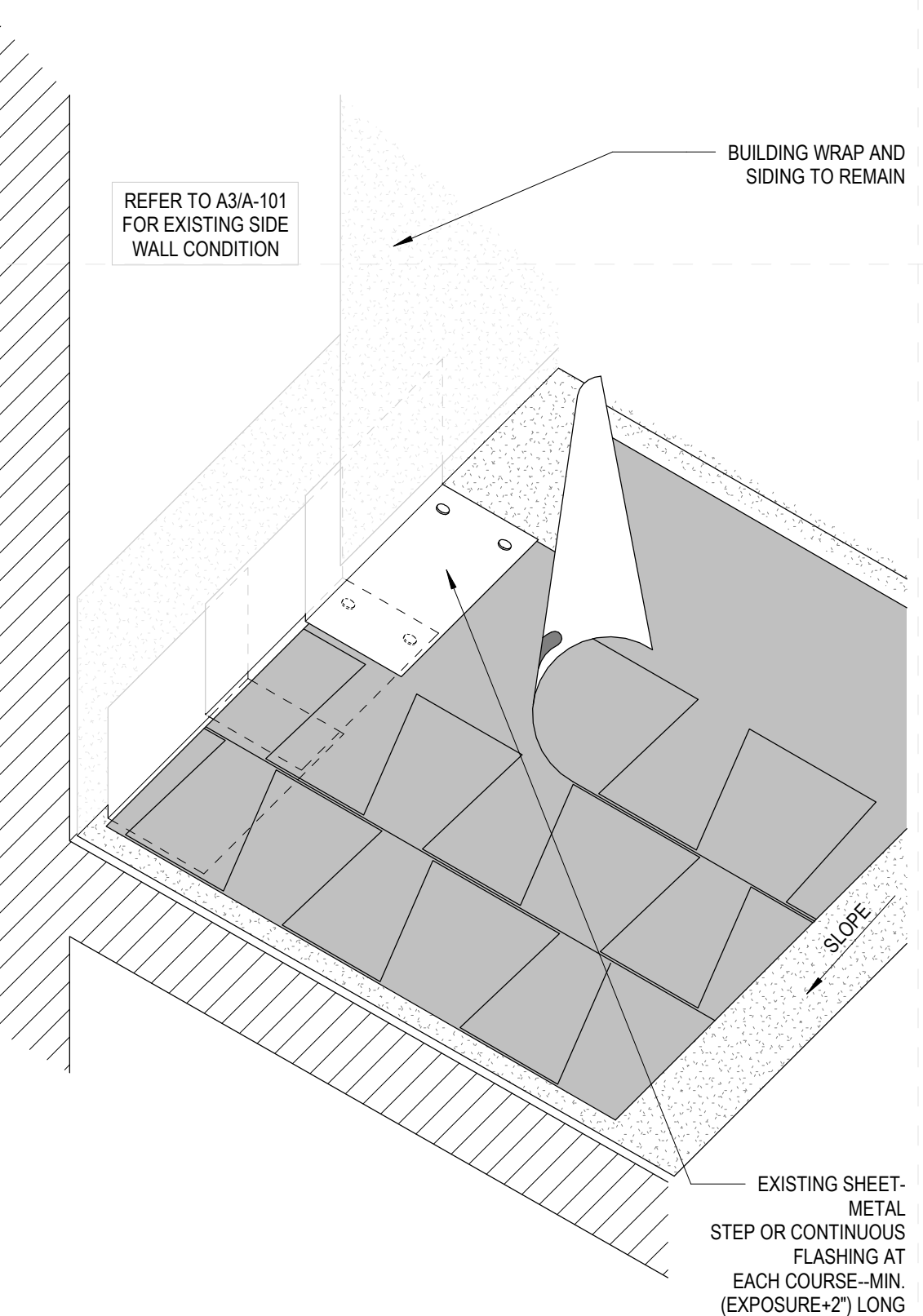
**A1** ROOF PLAN  
1/4" = 1'-0"

D

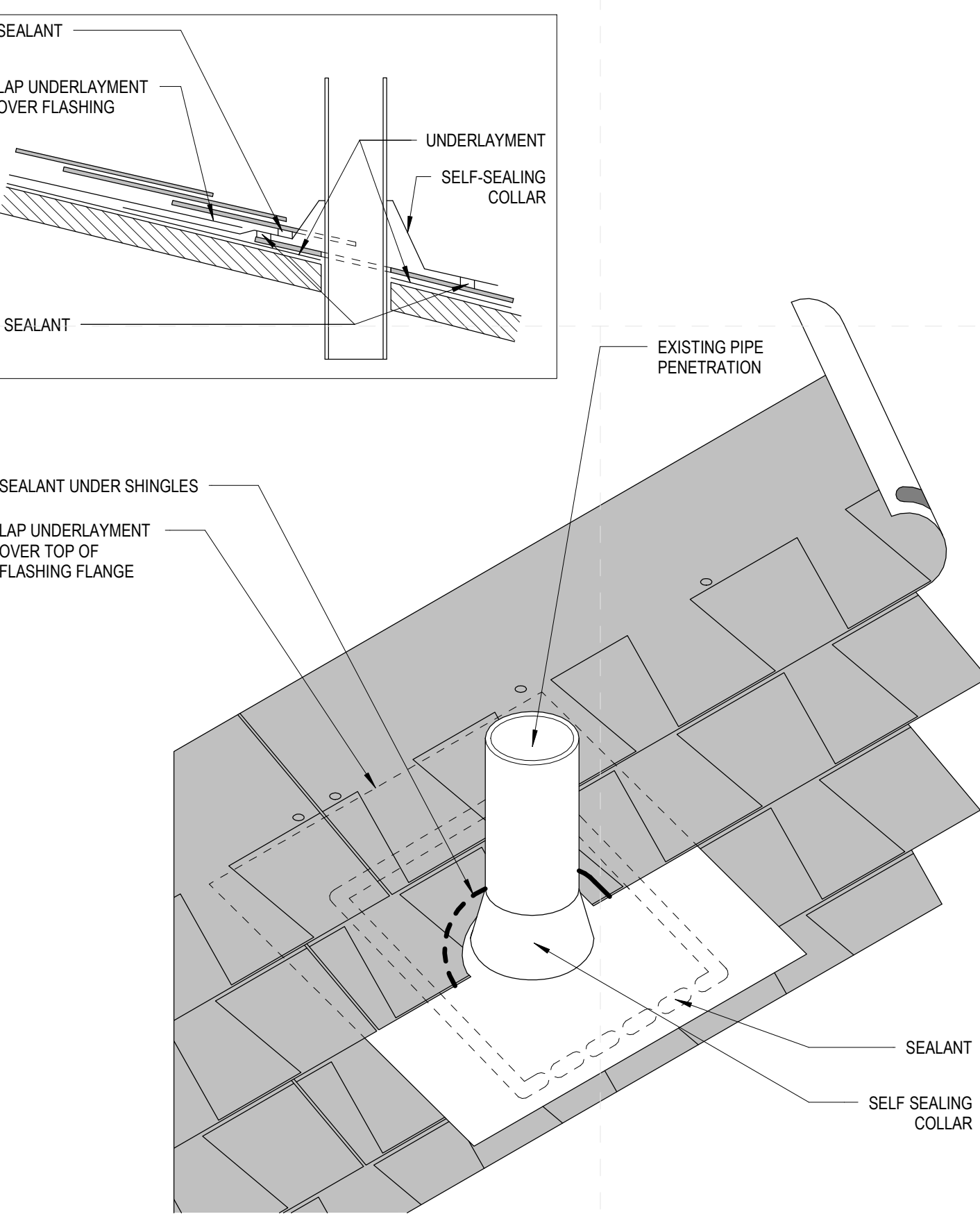
C

B

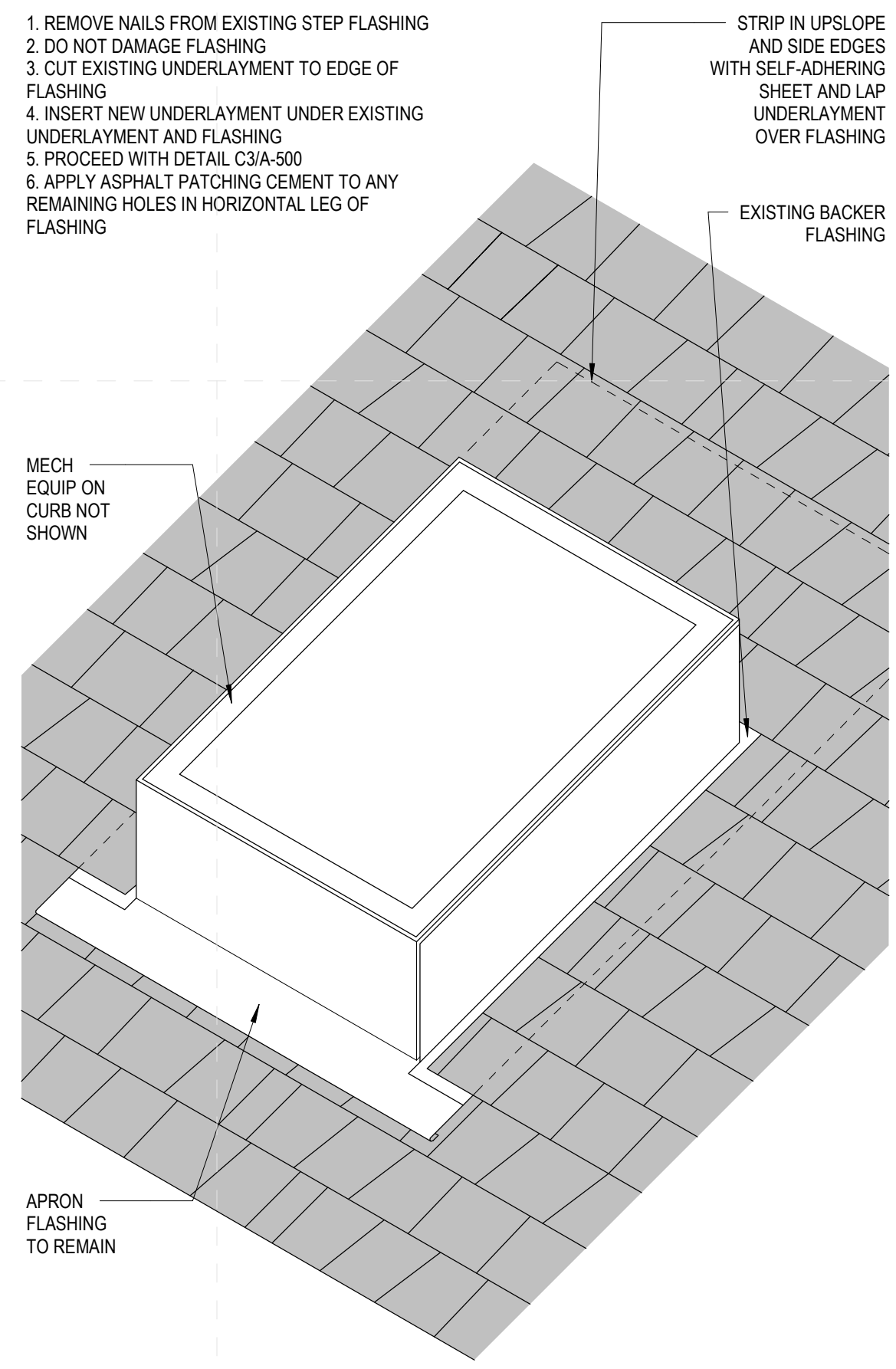
A



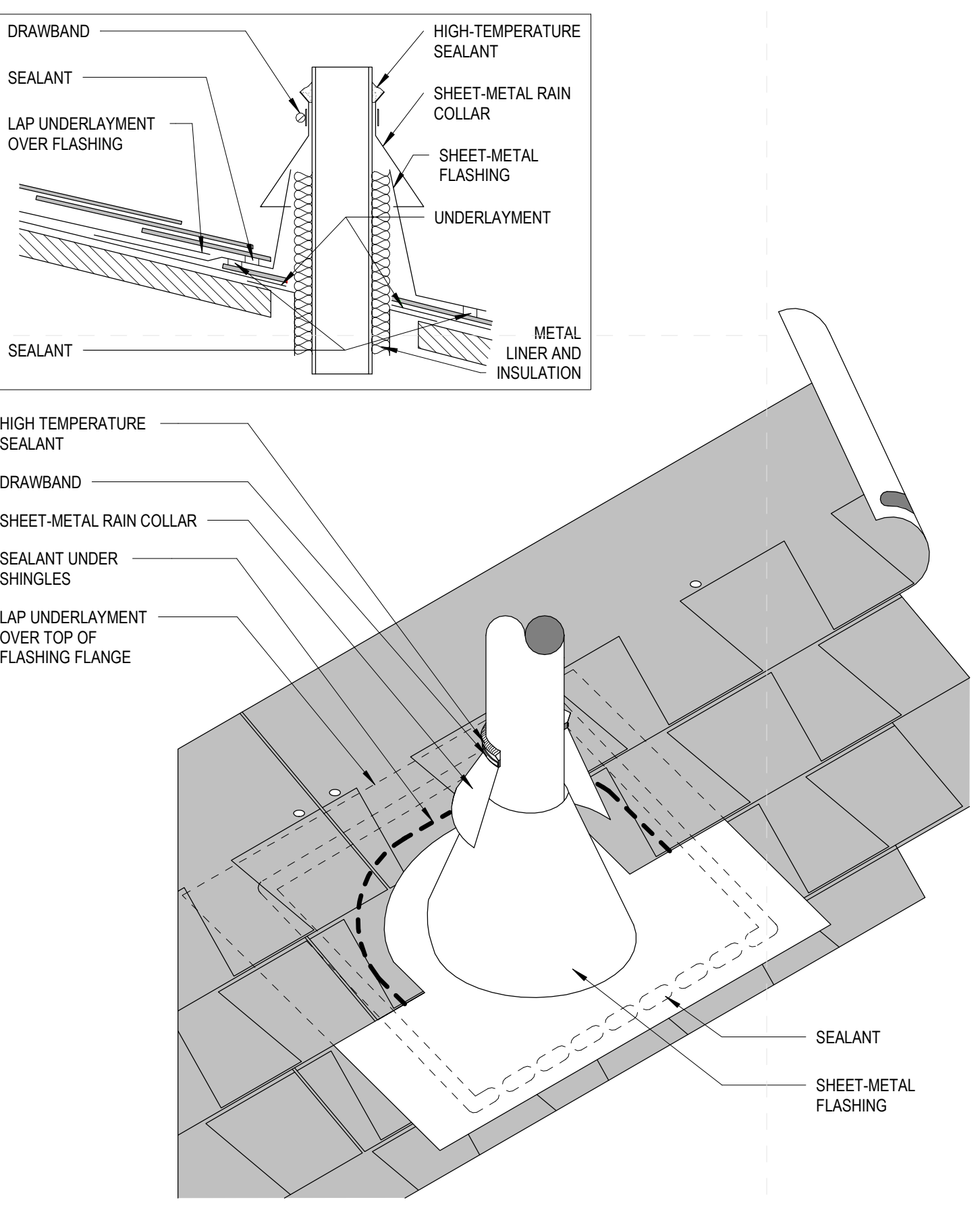
C1 SIDEWALL FLASHING WITH ONE-PIECE COUNTERFLASHING ASPH-14A  
3" = 1'-0"



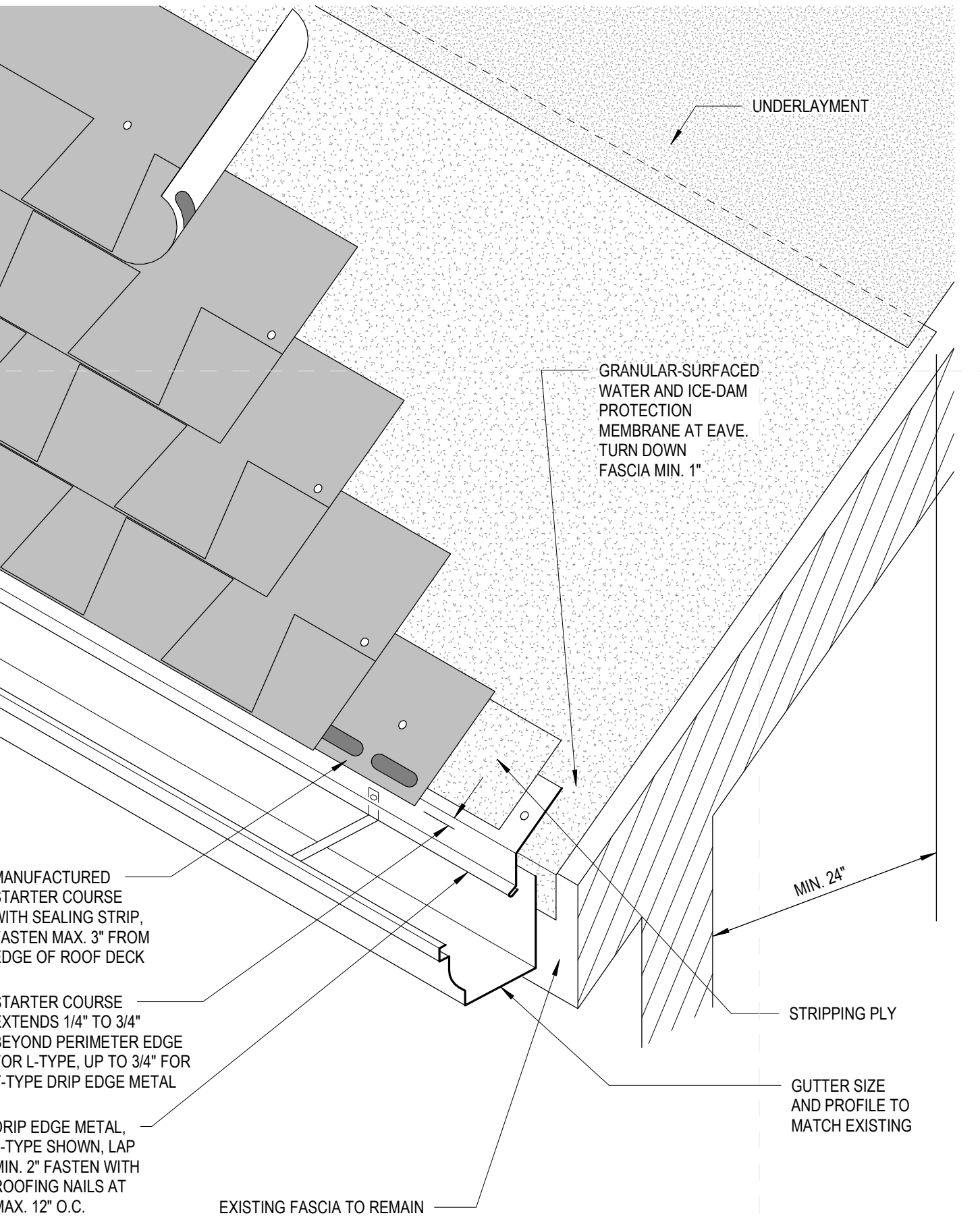
C2 VENT PIPE PENETRATION ASPH-16  
3" = 1'-0"



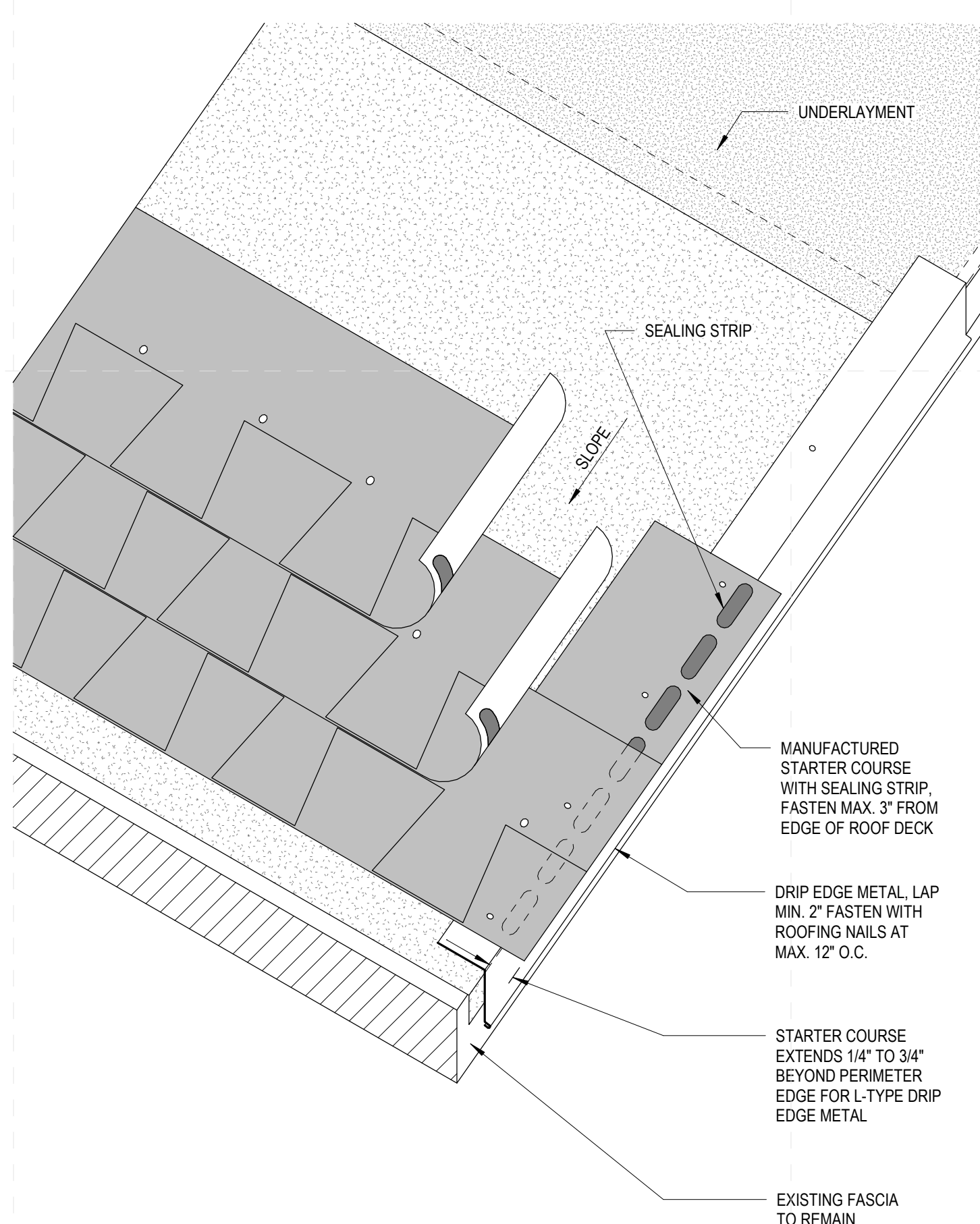
C3 SIMILAR TO EXISTING MECHANICAL CURB ASPH-20  
3" = 1'-0"



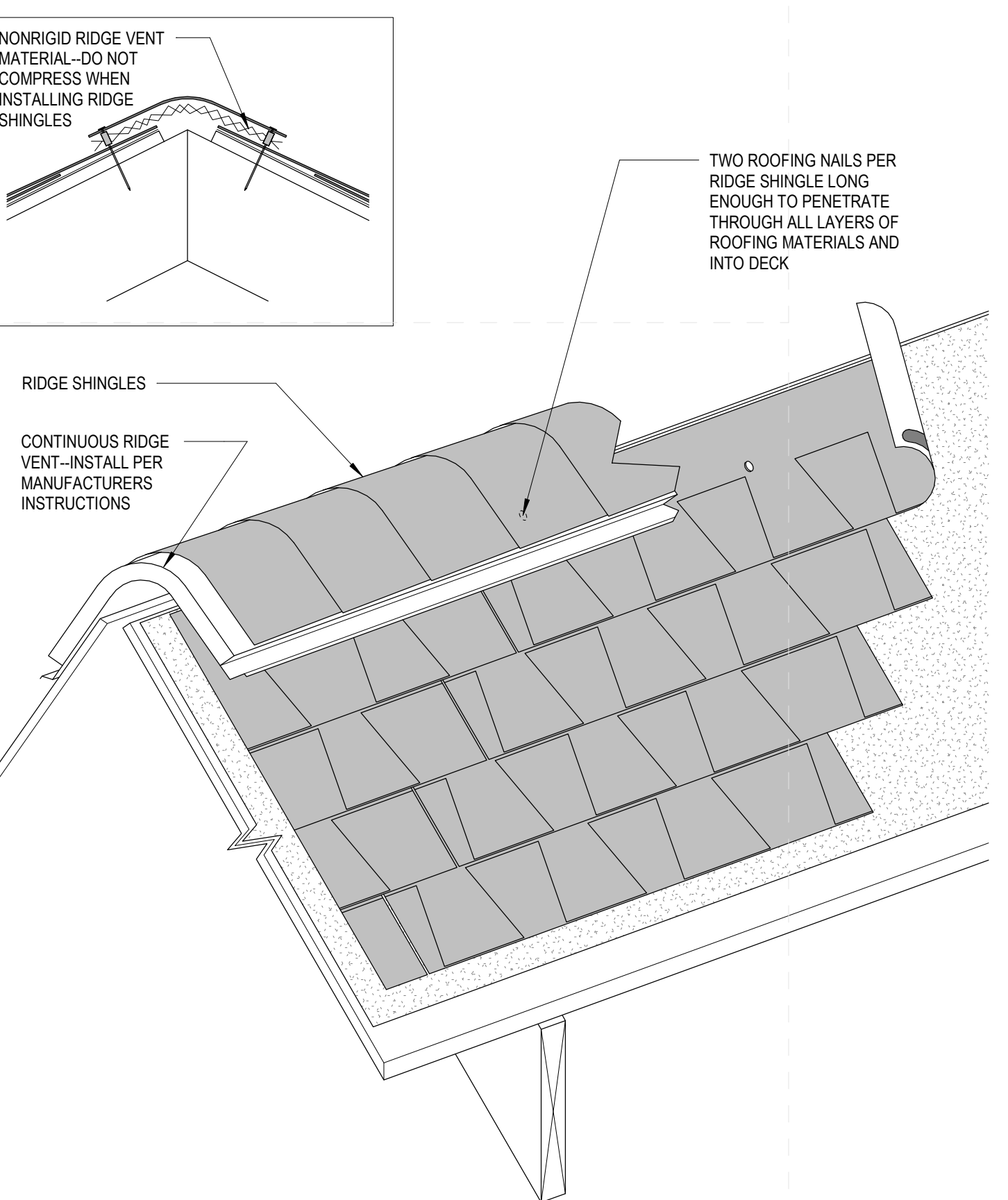
C5 HOT EXHAUST VENT ASPH-17  
3" = 1'-0"



A1 EAVE WITH GUTTER AND WATER AND ICE-DAM PROTECTION MEMBRANE ASPH-4A  
3" = 1'-0"



A3 RAKE WITH STARTER COURSE ASPH-5  
3" = 1'-0"



A5 RIDGE WITH CONTINUOUS RIDGE VENT ASPH-8  
3" = 1'-0"

D

C

B

A



C1 LOOKING SOUTHWEST AT SIDEWALL SIDING/TRIM/FASCIA TO REMAIN  
1/2" = 1'-0"



C3 LOOKING WEST AT EAST FACADE - EXISTING ROOF PENETRATIONS TO REMAIN  
1/2" = 1'-0"



C5 LOOKING SOUTHWEST AT EAST FACADE - EXISTING ROOF PENETRATIONS TO REMAIN  
1/2" = 1'-0"



A1 LOOKING NORTH AT SOUTH FACADE  
1/2" = 1'-0"



A3 LOOKING EAST AT WEST FACADE - SUBSTRATE DAMAGE, AND EXISTING ROOF PENETRATIONS TO REMAIN  
1/2" = 1'-0"



A5 LOOKING EAST AT WEST FACADE - EXISTING ROOF PENETRATIONS TO REMAIN  
1/2" = 1'-0"

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MO# A-2008004388



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Trivers Associates, Inc. 2026  
PROJECT #: 26043.00

| No.                        | Description | Date |
|----------------------------|-------------|------|
| EXISTING CONDITIONS PHOTOS |             |      |

A-501