

REQUEST FOR BIDS

FOR

INSPECTION, REPAIR, AND RECONSTRUCTION SERVICES

**Issued by the Land Clearance for Redevelopment Authority
of St. Louis County**

Proposals Due By:

August 14, 2023, at 3 PM CST

**Land Clearance for Redevelopment Authority
c/o St. Louis Economic Development Partnership
ATTN: Erika Castillo
7733 Forsyth Blvd., Suite 2200
St. Louis, Missouri 63105
(314) 615-7663
ecastillo@stlpartnership.com**

BID DOCUMENTS

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Introduction

The Land Clearance for Redevelopment Authority of St. Louis County (the “LCRA”) is a political subdivision organized pursuant to Chapter 99 of the Missouri Revised Statutes for the purposes, among others, of rehabilitating, redeveloping, and renewing real property for residential, commercial, or mixed use for the economic benefit and social welfare of St. Louis County. The St. Louis Economic Development Partnership provides staff for the LCRA.

The LCRA owns certain real property in Wellston, Missouri, located at 6347 Plymouth Avenue, which is improved with a job-training facility (the “MET Center”). The MET Center has significant building deterioration with the exterior brick. The brick façade deterioration has become a safety concern with spalled, fractured and loose brick evident. In addition, severe cracking at concrete spandrel panel connections at the west elevation is evident. Previous MET Center building envelope review is attached hereto as **Exhibit F**.

The LCRA is in need of a firm or firms to (1) inspect the building envelope to provide a field investigation of the building façade; (2) prepare a condition survey report, (3) develop a construction cost estimate for repairs at the MET Center, and (4) perform repairs and construction in accordance with the steps outlined above (the “Services”). The MET Center will continue operations while the Services are performed. The LCRA issues this Request for Proposals (the “RFP”) for qualified contractors to provide the Services on an immediate basis.

This activity is funded in whole or in part with Community Development Block Grant funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended. All applicable federal regulations shall be in full force and effect.

Be advised that contracts over \$200,000 trigger Section 3 of the Housing and Urban Development Act of 1968. Section 3 requires that economic opportunities generated by the expenditure of HUD funds be directed, to the greatest extent feasible, to low- and moderate-income persons via contracting, employment and training. All contractors and subcontractors working on this project will need to demonstrate compliance with Section 3 numeric targets and other applicable provisions. In cases where Section 3 compliance is not achieved, contractors and subcontractors must document good-faith efforts to comply.

Be advised that contracts over \$250,000 or containing iron or steel trigger Build America Buy America (BABA) provisions requiring that materials be sourced to manufacturers within in the United States. Documentation must show that the contractor was able to source materials to United States’ manufacturers or that materials and products subject to this preference are not produced within the United States or cannot be produced in sufficient quantity and quality. Bids that include United States’ sourced material will be preferred if the total price of the bid response is within 25% of the lowest bid. In cases where BABA compliance is not achieved, contractors and subcontractors must document good faith efforts to comply.

All Services performed for this project shall comply with the **Scope of Services, Terms and Conditions**, and **Exhibits** provided in this RFP. The LCRA intends to award a contract, in substantially the form attached hereto as **Exhibit C** (the “Contract”).

Scope of Services

Please note that the Scope of Services and all applicable requirements for the project are set forth in this RFP and the Exhibits attached hereto (specifically including but not limited the Contract provided in Exhibit C). Each bidder should review and familiarize itself with all provisions and requirements of this RFP and the Contract, specifically including the Scope of Services as set forth herein.

Pursuant to this RFP, the successful consultant(s) shall, at a minimum, provide the following Services, as needed:

- Inspection and field investigation of the building envelope;
- Preparation of a condition and repair report;
- Development of a construction cost estimate for repairs; and
- Construction and repair of building envelope in accordance with cost estimates and survey report.

In providing the Services, the successful contractor shall comply with all applicable local, state and federal laws, regulations, policies and procedures. The above lists of Services may not be all-inclusive. **The successful contractor is expected to analyze the MET Center building envelope deterioration and identify any and all items in need of repair, reconstruction, or remediation, and to recommend the same in its proposal. To that end, the Required Walk Through discussed below will be vital in developing a proposal.**

Required Walk Through

There will be **one** scheduled, required walk through of the MET Center, which will be conducted on **July 26, 2023, from 10 AM to 12 PM**, with the option to extend as needed. Please RSVP to Erika Castillo at ecastillo@stlpartnership.com to attend the scheduled walk through. This will be the **only** opportunity to inspect the MET Center prior to the submission deadline.

Proposal Content

Proposals must include, at a minimum, the following information:

1. Experience of Firm and Assigned Personnel. Indicate prior experience of the individual or firm with similar projects. Include the type and number of clients served, as well as the size, scope, and nature of the projects involved. Provide CVs or a description of the qualifications for key personnel proposed for the engagement. Designate the individual primarily responsible for the Services.
2. Approach and Timeline. Provide a detailed description of the firm's approach to fulfil the Scope of Services identified herein. **The description of the firm's approach should include a detailed timeline and inventory of any and all items in need of repair, reconstruction, or remediation.**

3. Bond Requirements. The Contractor shall post a bid guarantee bond of five (5) percent of the bid price to assure that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified in the bid documents. See additional information provided in Terms & Conditions section below.
4. Approach to Diversity, Equity, and Inclusion. Provide a description of the firm's approach to diversity, equity, and inclusion in providing the Services, including reference to information outlined in **Exhibit A** and **Exhibit B**.
5. Work Authorization Affidavit. Complete the Work Authorization Affidavit, attached hereto as **Attachment 1**, and provide all required supporting documentation identified in **Attachment 1**.
6. Proposed Fees/Expenses. Proposals shall clearly state any and all fees and expenses to be charged for the Services. It is anticipated that a maximum, not-to-exceed fee would be established for the Services. As applicable, identify the firm's approach to fees for the engagement:
 - a. If based on an hourly rate, provide the hourly rates (with any applicable nonprofit discounted rate) to be charged for each individual who would be assigned to this engagement and a general description of how billable hours will be allocated among key personnel.
 - b. Provide an explanation if fees will be calculated on any other basis. Itemize the type of expenses (other than fees) for which your firm would seek reimbursement.
 - c. **Workforce equity requirements and preferences apply to this contract, as detailed in Exhibit B.**

Selection Criteria

Proposals submitted will be reviewed by LCRA staff for completeness and qualifications. Selection of a firm will be made on the basis of the following criteria:

1. Qualifications, expertise, and experience of the firm and its personnel in providing similar services;
2. Approach and timeline to provide the Services;
3. Satisfaction of bonding requirements outlined herein;
4. Approach to diversity, equity, and inclusion;
5. Submission of a completed Work Authorization Affidavit and associated documents.

6. Cost; and
7. Responsiveness to the RFP categories.

The Land Clearance for Redevelopment Authority of the County of St. Louis actively encourages submission of proposals from disadvantaged business enterprises and companies owned by minorities, women, immigrants, and veterans. The LCRA is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, age, ancestry, national origin, disability, or veteran status in consideration of this award.

Terms and Conditions

1. The LCRA reserves the right to reject any and all proposals submitted, to select one or more responding parties, to void this RFP and the review process and/or terminate negotiations at any time, to select separate responding parties for various components of the scope of services, and to select a final party/parties from among the proposals received in response to this RFP. Additionally, any and all RFP project elements, requirements, and schedules are subject to change and modification. The LCRA also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party.
2. This RFP does not commit the LCRA to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submitted responses to this RFP become the property of the LCRA as public records. All proposals may be subject to public review upon request, unless exempted as discussed elsewhere in this RFP.
3. By accepting this RFP and/or submitting a proposal in response thereto, each responding party agrees for itself, its successors and assigns, to hold the Land Clearance for Redevelopment Authority of St. Louis County, the St. Louis Economic Development Partnership and its affiliated entities, St. Louis County, the City of St. Louis, and all of their various agents, commissioners, directors, consultants, attorneys, officers, and employees harmless from and against any and all claims and demands of whatever nature or type, which any such responding company, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties, or negotiating and executing an agreement incorporating the commitments of the selected responding party.
4. Bid Bond. The Contractor shall post a bid guarantee bond of five (5) percent of the bid price to assure that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified in the bid documents.

5. Performance Bond. The Contractor shall post a performance bond for one hundred (100) percent of the Contract Sum to assure satisfactory completion of work provided for in this Contract.
6. Payment Bond. The Contractor shall post a bond for one hundred (100) percent of the Contract Sum to assure payment of all persons supplying labor and material in the execution of work provided for in this Contract.
7. Wage Orders. Please be advised that the project is subject to Federal Wage Determination, State Wage Determination, and other state and local laws applicable to public works projects. The Federal Wage Determination is attached as **Exhibit D** hereto. The Missouri Prevailing Wage order is attached as **Exhibit E** hereto. It is the Contractor's responsibility to confirm with applicable federal agencies and state agencies that the attached applicable wage determinations remain current as of the date the bid is submitted, and to post all required notices at the job site.
8. By submitting responses, each responding party acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
9. Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP.

Submission of Proposals

To be considered, proposals must be received no later than **3PM CST on Monday, August 14, 2023. Proposals received after the deadline identified above may not be considered.**

Schedule

RFP Newspaper Advertisement	July 20-21, 2023
Required Walk Through	July 26, 2023, at 10 AM
Questions Submitted by	August 1, 2023
Questions Answered	August 4, 2023
Submission of Proposals by	August 14, 2023

Questions about this RFP should be sent by email to ecastillo@stlpartnership.com. Any answers to questions will be provided to all interested parties and released as an addendum to this RFP on the Partnership's website, <https://stlpartnership.com/rfp-rfq/>, after the date indicated above.

Electronic proposals should be sent by email to ecastillo@stlpartnership.com.

Land Clearance for Redevelopment Authority
 c/o St. Louis Economic Development Partnership
 ATTN: Erika Castillo
 7733 Forsyth Blvd., Suite 2200
 St. Louis, Missouri 63105

ATTACHMENT 1

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 285.530 RSMo.

Missouri Revised Statutes Section 285.530(2) requires recipients of contracts with political subdivisions of the State of Missouri, such as the Land Clearance for Redevelopment Authority of St. Louis County, in excess of \$5,000 to provide an affidavit and documentation showing that the contracting party participates in a federal work authorization program with respect to employees working on the contracted services. Please consult the directions below and the form attached hereto regarding this requirement.

Business Entities, Individuals, or Sole Proprietorships

Pursuant to 285.530(2) RSMo., provided above, business entities, including self-employed individuals, awarded contracts with the Land Clearance for Redevelopment Authority of St. Louis County in excess of \$5,000 must affirm their enrollment and participation in a federal work authorization program with respect to the employees working on the contracted services by:

1. Submitting a completed, notarized copy of the “Work Authorization Affidavit for Business Entities” form, attached hereto; and
2. Providing documentation affirming the business entity’s enrollment and participation in a “federal work authorization program” (see definition below) with respect to the employees that are working in connection with the contracted services.

As used herein, the term “federal work authorization program” means an electronic verification of work authorization program or any equivalent federal work authorization program operated by the United States Department of Homeland Security. For example, the E-Verify program is a widely-used, internet-based worker verification program operated by the Department of Homeland Security.

Information on the E-Verify program may be found at www.uscis.gov/e-verify or at www.uscis.gov/portal/site/uscis by clicking on the E-Verify icon near the bottom of the page. The memorandum of understanding associated with the E-Verify program may be used to demonstrate enrollment and participation and must include, at a minimum, the following: 1) a valid, completed copy of the first page identifying the employer, and (2) a valid, completed copy of the signature page signed by the employer and the Department of Homeland Security.

Failure to Comply

Compliance with Section 285.530(2) RSMo. is required for all contracts with the Land Clearance for Redevelopment Authority of St. Louis County in excess of \$5,000. If a business entity that is awarded a contract does not complete and return the required documents and/or affidavits to the Land Clearance for Redevelopment Authority of St. Louis County as part of the contract, this failure will be deemed a breach of the terms of such contract. The Land Clearance for Redevelopment Authority of St. Louis County has the right to refuse to honor any contracts, both present and future, with any business entity that does not provide the affidavits or documents required by 285.530(2) RSMo. to the Land Clearance for Redevelopment Authority of St. Louis County. Pursuant to Section 208.009 R.S.Mo., no contract for any amount shall be awarded to any individual by St. Louis County without documents showing proof of that person's citizenship or lawful presence, or by individual affidavit averring to the individual's citizenship or lawful presence in the United States.

**WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES
PURSUANT TO 285.530 RSMo.
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

County of _____)
) SS.
State of _____)

My name is _____.
I am:

An individual or sole proprietor.

OR

The _____ (title) of
_____ (name of business). I am authorized to make this
affidavit and have personal knowledge of the facts stated herein.

I hereby affirm that the aforementioned business is enrolled in and participates in a federal work authorization program operated by the United States Department of Homeland Security with respect to all employees working in connection with this contract. **I have attached documentation to this affidavit to show enrollment and participation by the aforementioned business in a federal work authorization program, as required by Section 285.530 RSMo.** In addition, I affirm that this business does not knowingly employ any person who is an unauthorized alien in connection with the work on this contract.

Further, Affiant sayeth not.

Signature of Affiant

Printed Name

Title

EXHIBIT A

HUD-4010 Information

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT B

St. Louis County Office of Community Development Workforce Equity Report

**St. Louis County Office of Community Development
Workforce Equity Report
OVERVIEW**

NOTE TO BIDDERS: You must return ALL applicable forms in this packet with your bid. Failure to do so may result in your bid being disqualified.

The St. Louis County Office of Community Development (OCD) is committed to promoting workforce equity through the administration of funds from the U.S. Department of Housing and Urban Development (HUD). Therefore, the following expectations are in place for all activities funded in whole or in part by OCD community development and housing programs:

Women and Minority Owned Business Participation

Contractors, subcontractors, developers and subrecipients of OCD funding should make every effort possible to utilize certified Women Owned Business Enterprises, referred to as WBEs, and Minority Owned Business Enterprises, referred to as MBEs. St. Louis County has the following aggregate goals for each classification (based on contract dollars):

**Construction – 24% MBE, 9.5% WBE
Non-Construction – 16% MBE, 15% WBE**

Section 3 Participation

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects and activities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as WBE/MBE.

Contracts over \$200,000 trigger Section 3. When triggered, Section 3 opportunities must be extended to certified residents and businesses to these minimum goals:

1. **25% of the aggregate number of labor hours shall be assigned to Section 3 workers;**
2. **10% of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and**
3. **3% of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.**

Preference for Demonstrating Workforce Equity

St. Louis County and its subgrantees are required by HUD Regulation 24 CFR Part 135 to provide economic opportunities for Section 3 residents and businesses; consequently, preference for contract award shall be given to the bidder using the most qualified Section 3 businesses and/or employees if the bid is reasonable and no more than 10 percent higher than the lowest responsive bid from any qualified source. This benefit applies to ALL projects, even if Section 3 is not triggered.

Programmatic Responsibilities

Contractors and/or Subcontractors are expected to meet the minimum goals listed above (note: Section 3 may not be required for all projects, but participation at the minimum numerical goals is still highly recommended). All efforts to utilize WBE, MBE and Section 3 businesses and residents should be documented, and the OCD Workforce Equity Report should be submitted for all relevant project bids. Submit FORMS 1 & 2 for all projects or FORMS 1-5 for all Section 3-triggered projects at the time of the bid submission or application for funding.

**St. Louis County Office of Community Development
Workforce Equity Report
FORM 1 – ASSESSMENT AND CERTIFICATIONS**

This form is required for ALL projects and must be submitted with bid or application for funding.

Project Information

Project Name:
Project Location or Address(es):

Developer/Contactor/Subcontractor Information:

Name of Firm:	Address:
Authorized Representative:	Title:
Phone:	Email:

1. Check all that apply to your business: Certified Section 3 Certified MBE Certified WBE

2. Is your bid/contract/subcontract amount greater than \$200,000? YES NO

If YES, Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. **You must still complete the certifications below as applicable and return Forms 1 & 2 with your bid or application for funding.**

3. Will you be using subcontractors to complete this project? YES NO _____

If YES, what percent of your contract amount will be subcontracted to Section 3 certified businesses? _____

4. Have you setup a Section 3 pre-bid meeting with OCD? (Only for bids \$200,000.00 or greater) YES NO

Certifications		YES	NO	N/A
All Projects:	I understand the goals for MBE/WBE participation and I have completed FORMS 1 & 2.			
	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135)			
	I have confirmed that all subcontractors on this project meet E-Verify requirements.			
Projects over \$200K:	I have included the Section 3 Clause (FORM 6) in all subcontracts and included a sample subcontract with my bid.			
	I understand that I am required to submit Section 3 reports as required, including quarterly/final (FORMS 7, 7A and 7B), and year end reporting.			
	I agree that our company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.			
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 thru 5.			

I declare under penalty of perjury, under the laws of the State of Missouri and the County of St. Louis, that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of OCD funding.

Authorized Representative Signature

Date

Exhibit B
St. Louis County Office of Community Development
Workforce Equity Report
FORM 2 – SUBCONTRACTOR INFORMATION

This form is required for ALL projects and must be submitted with bid or application for funding. List ALL subcontractors who will be hired for this project and attach additional sheets if necessary. Include a current certification letter for all subcontractors identified below as MBE, WBE or Section 3.

No.	Subcontractor Name	Subcontractor Address	Trade	Check all that apply:			Separate Workforce Equity Report required? (Subcontracts over \$100K)	Contract Amount		
				Certified MBE	Certified WBE	Certified Section 3		Non-Construction*	Construction	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15	TOTAL							\$		\$

*Non-construction includes professional service contracts associated with construction (i.e. architectural, engineering, legal services, accounting, marketing, etc.).

Type	Total Subcontracts	Section 3			MBE			WBE		
		Amount	Actual	Goal	Amount	Actual	Goal	Amount	Actual	Goal
Construction	\$	\$	%	10%	\$	%	24%	\$	%	9.5%
Non-Construction	\$	\$	%	3%	\$	%	16%	\$	%	15%

St. Louis County Office of Community Development Workforce Equity

Report

FORM 3 – WORKFORCE AND LABOR HOUR INFORMATION

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding.

Step 1: In the table below, list ALL positions needed for the proposed project and the estimated number of labor hours to be used by each position. Prime or General Contractors should include the workforce of any subcontractors who are not submitting a separate Workforce Equity Report. (Only subcontractors with subcontracts greater than \$200,000 are required to submit a Workforce Equity Report.)

Note: To be considered an eligible Section 3 Resident for the purposes of this form, certification must be verified prior to award of the contract.

Prime or Subcontractor	Job Classification (i.e. Carpenter, Laborer, Cement Mason, etc)	Estimated # of positions needed for this project	Estimated # of labor hours needed for this project	Est. # of Section 3 Labor hours need for this project	Est. # of targeted section 3 labor hours needed for this project
TOTALS					

Step 2: Calculate the percentage of Section 3 labor hours in the table below.

A. Estimated Total Number of labor hours	B. Estimated Number of Section 3 labor hours	SECTION 3 COMPLIANCE CALCULATION	
		ACTUAL (Divide column B by column A)	GOAL
		_____ %	25%

**St. Louis County Office of Community Development
Workforce Equity Report
FORM 4 – CONTRACTOR’S PERMANENT EMPLOYEE LISTING**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding. Please include a list of current permanent employees (both full and part-time) employed at your business as of the signature date on FORM 1. A computer-generated employee registry can be provided in lieu of this form as long as it includes the employee name and job category.

No.	Name of Employee	Job Category
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

Please note that your business may be eligible for Section 3 Business certification if at least 30% or more of your employees qualify under one of the following categories below:

- A legal resident of public housing, OR
- An individual whose household meets the HUD income eligibility guidelines listed below for a low- or very low-income person, OR
- A HUD YouthBuild participant

2021 Income Limits for the St. Louis metro area as published by HUD (subject to change annually):

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
\$47,550	\$54,350	\$61,150	\$67,900	\$73,350	\$78,800	\$84,200	\$89,650

St. Louis County Office of Community Development
Workforce Equity Report
FORM 5 – DOCUMENTATION OF EFFORTS

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding. Please fill this out completely. Submissions with blank or incomplete answers will not be approved. Attach additional pages if needed.

1. Describe all efforts made to contract/subcontract with Women and Minority Owned Businesses.

Required Attachments

- Copies of all publications, notices, pictures of posted notices, and any other outreach materials utilized.
- A list of all WBE and MBE firms that responded to your outreach efforts (e.g. bids solicited, bids received, etc.); were any of them hired? If not, please explain why.

2. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 Residents. Attach additional pages if needed.

Required Attachments

- Attach copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.
- Include a list of all Section 3 Residents that responded to your responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

St. Louis County Office of Community Development
Workforce Equity Report
FORM 5 – DOCUMENTATION OF EFFORTS (CONTINUED)

3. Describe all efforts made to notify Section 3 Businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Required Attachments

- Section 3 Business List used in solicitation. Must have been provided by OCD or affiliated partner prior to solicitation and should be no more than 30 days old at the time of solicitation.
- List of Section 3 Business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 Business that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

4. Describe all efforts made to determine if any contractors on this project (including the general contractor, subcontractor, and any third-tier subcontractors) qualify as Section 3 Businesses. List below contractors who may qualify as Section Businesses and their contact information.

Required Attachments

- Signed Section 3 Business Outreach Form (FORM 8) for all subcontractors. Forms must be less than 1 year old at time of plan submissions unless waived by the Office of Community Development.

5. If there will be job opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding job opportunities.

St. Louis County Office of Community Development
Workforce Equity Report
FORM 6 – SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts (over \$200,000) must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- VI. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**St. Louis County Office of Community Development
Workforce Equity Report
FORM 7 – SECTION 3 PROJECT REPORT**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted on the following schedule:

Quarterly

January – March: Due April 15th
 April – June: Due July 15th
 July – September: Due October 15th
 October – December: Due January 15th

Final

Must cover the entire project from start date to completion date. Final report is due 30 days after completion.

Project Name:	Contractor:
Project Location:	Report Type: <input type="checkbox"/> Quarterly <input type="checkbox"/> Final
Reporting Period Start Date:	Reporting Period End Date:

I. SECTION 3 CONTACT INFORMATION

Section 3 Contact Name:	
Phone:	Email:

II. NEW HIRES – Report the number of new hires and/or Section 3 trainees for this reporting period. Attach FORM 7A – NEW HIRE EMPLOYEE REPORT.

A. Number of new hires this period	B. Number of Section 3 new hires this period	% Section 3 (Divide column B by column A)	Number of Section 3 Trainees (This only applies to <u>new</u> training opportunities created)

III. SUBCONTRACTS – Report the number of construction and non-construction subcontracts awarded for this reporting period. Attach FORM 7B – SUBCONTRACTOR ACTIVITY REPORT.

Type	Contracts Totals	Section 3 Contract Totals and %	
Construction	\$	\$	%
Non-Construction	\$	\$	%
Total	\$	\$	%

IV. EFFORTS – Please attach additional pages describing any efforts made to increase Section 3 participation for this reporting period.

I declare under penalty of perjury, under the laws of the State of Missouri and the County of St. Louis, that all statements contained in this report and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Exhibit B
St. Louis County Office of Community Development
Workforce Equity Report
FORM 7A – NEW HIRE EMPLOYEE REPORT

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted on the same schedule as FORM 7 – SECTION 3 PROJECT REPORT.

PROJECT NAME:	CONTRACTOR:
PROJECT LOCATION:	REPORTING PERIOD:

Instructions: Please provide the following information for ALL new hires, including those from subcontractors, who were hired during this reporting period. The list should include all new hires, **regardless of whether the employee is a Section 3 resident.**

No.	NAME/ADDRESS	HIRE DATE	TERMINATION DATE (if applicable)	EMPLOYER	JOB CATEGORY/TRADE	FULL/PART TIME	SECTION 3 RESIDENT (Y/N)*
1	John Smith, 123 Main Street, 63100	4/1/18		XYZ Demolition	Laborer	Full Time	Y
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

*For any Section 3 Residents please attach copy of their Section 3 Certification letter (from St. Louis County OCD of the City of St. Louis CDA) or a completed Section 3 Resident Application.

Exhibit B
St. Louis County
Office of Community Development
WORKFORCE EQUITY REPORT FORM 7B – SUBCONTRACTOR ACTIVITY REPORT

This form is required for all Section 3-triggered projects and must be submitted on the same schedule as FORM 7 – SECTION 3 PROJECT REPORT.

PROJECT NAME:	CONTRACTOR:
PROJECT LOCATION:	REPORTING PERIOD:

Instructions: Please provide the following information for ALL businesses that were awarded subcontracts during this reporting period. Include a current certification letter for all subcontractors identified below as MBE, WBE or Section 3.

No.	Subcontractor Name	Subcontractor Address	Trade	Check all that apply:			Separate Workforce Equity Report required? (Subcontracts over \$100K)	Contract Amount	
				Certified MBE	Certified WBE	Certified Section 3		Non-Construction*	Construction
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14	TOTAL							\$	\$

*Non-construction includes professional service contracts associated with construction (i.e. architectural, engineering, legal services, accounting, marketing, etc.)

St. Louis County Office of Community Development
FORM 8 – SECTION 3 BUSINESS OUTREACH FORM

Please complete this form to determine if your business may qualify as a Section 3 Business. Businesses that qualify will be contacted by OCD’s Section 3 Coordinator to complete a Section 3 Business Application and asked to provide additional documentation to verify their status as a Section 3 Business.

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (24 CFR Part 135) that requires recipients of certain HUD financial assistance, to the greatest extent possible, to provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhood.

A business can qualify as Section 3 if:

- It is 51% or more owned by a Section 3 Resident(s), OR
- At least 30% of its permanent, full-time employees are currently Section 3 residents, or were with within 3 years of the date of first employment, OR
- It has provided evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to Section 3 Businesses.

A Section 3 Resident is defined as an individual who is:

- A legal resident of public housing, OR
- An individual whose household meets the HUD income eligibility guidelines listed below for a low- or very low-income person, OR
- A HUD YouthBuild participant.

2021 Income Limits for the St. Louis metro area as published by HUD (subject to change annually):

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
\$47,550	\$54,350	\$61,150	\$67,900	\$73,350	\$78,800	\$84,200	\$89,650

Subcontractor Information

Company Name:		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:	Email:	

I have reviewed the above information and my business MAY QUALIFY as a Section 3 Business. Please contact me about completing an application.

I have reviewed the above information and my business DOES NOT QUALIFY as a Section 3 Business.

 Signature of Business Owner

 Date

Please return completed forms to:
 St. Louis County Section 3 Program
 500 Northwest Plaza Dr, Suite 801, St. Ann, MO 63074
 (314) 615-8672 | section3@stlouiscountymo.gov

EXHIBIT C

Form Contract

St. Louis County Community Development Block Grant Activity Contract

This Contract is between _____ (hereinafter referred to as the "Subrecipient") and _____ (hereinafter referred to as the "Contractor") and will go into effect upon execution.

Witnesseth, That:

Whereas, the Subrecipient has entered into a Cooperation Agreement with St. Louis County (herein called "the County") for the planning, developing, and execution of a community development program pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

Whereas, the Subrecipient desires to engage the Contractor to render certain services in connection therewith;

I. Scope of Services

A. The Contractor shall, in a satisfactory and proper manner as determined by the Subrecipient, perform the following services:

II. Time of Performance

A. The requirements outlined in the Scope of Services as described in Section I, Paragraph A are to commence as soon as practicable after the execution of this Contract or at a time acceptable to both the Contractor and the Subrecipient and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of the Contract, but in any event, all of the provisions required hereunder shall be completed according to the following schedule:

If required under Section VI, Paragraph E, Subparagraphs 2 and 3 of this contract, performance and/or payment bonds shall be obtained within _____days of the execution date of this contract.

Work shall commence per the Scope of Services within _____days of the date the Notice to Proceed is issued.

All work provided for in this Contract shall be satisfactorily completed within _____ days of the date the Notice to Proceed is issued.

III. Compensation and Method of Payment

A. The Subrecipient agrees to pay the Contractor the Sum of \$_____. Such Sum is to be paid in the following manner:

B. In every case, payment is subject to receipt of an invoice for payment from the Contractor specifying that it has fulfilled the requirements of this Contract and that it is entitled to receive the amount requisitioned under the terms of this Contract. Satisfactory performance required under this Contract shall be determined by the Subrecipient as a condition of payment.

IV. Special Conditions

A. The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations.

V. General Conditions

A. **General Compliance.** The Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract.

B. Independent Contractor. Nothing contained in this Contract is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this agreement. The Subrecipient shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an independent Contractor.

C. Hold Harmless. The Contractor shall hold harmless, defend and indemnify the Subrecipient and the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in this Contract.

D. Workers' Compensation. The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. Bonding Requirements. The parties understand and agree that St. Louis County will not issue a Notice to Proceed until the following bonding requirements have been met:

1. Bid Guarantee Bond. The Contractor shall post a bid guarantee bond of 5 percent of the bid price to assure that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified in the bid documents. (Applicable to contracts over \$10,000.)

2. Performance Bond. The Contractor shall post a performance bond for 100 percent of the Contract Sum to assure satisfactory completion of work provided for in this Contract. (Applicable to contracts over \$10,000.)

3. Payment Bond. The Contractor shall post a bond for 100 percent of the Contract Sum to assure payment of all persons supplying labor and material in the execution of work provided for in this Contract. (Applicable to contracts over \$100,000.)

F. Performance of Work. If the Contractor fails to complete the Work in accordance with the Time of Performance outlined in Section II, Paragraph A of this Contract, unless the delay is excusable under the provisions outlined in Paragraph H of this Section, this may be grounds for termination of this Contract as discussed in Paragraph M of this Section.

G. After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the Subrecipient, at such intervals as the Subrecipient may reasonably direct, the actual progress of the work compared to the Time of Performance. If the Contractor falls behind schedule for any reason, it shall promptly take, and cause its Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Subrecipient for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied.

H. Delays beyond the Contractor's control shall include such incidents as strikes, lockouts, fire, and other natural or man-made disasters. Weather shall not constitute a cause for granting an extension of time.

I. If the Subrecipient determines that, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work is so great that it cannot be remedied in the manner described in Paragraph G of this Section, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the Subrecipient does not authorize, then the Time of Performance shall be extended pursuant to a Contract Addendum for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Subrecipient and approved by the County.

J. All work provided for in this Contract shall be performed in a safe, neat and workmanlike manner.

K. **Amendments.** The Subrecipient or the Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County. Such amendments shall not invalidate this Contract, nor relieve or release the Subrecipient or the Contractor from its obligations under this Contract.

L. The Subrecipient may, at its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both the Subrecipient and the Contractor and approved by the County.

M. Termination of Contract. If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Time of Performance outlined in Section II, Paragraph A of this Contract, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or if the Contractor disregards applicable regulations, laws, ordinances, or the instructions of the Subrecipient, or if the Contractor fails to perform the work provided for in this Contract in a safe, neat and workmanlike manner, or if the Contractor otherwise breaches any provision of this Contract, the Subrecipient may, without prejudice to any other right or remedy, by giving three (3) days prior written notice to the Contractor and his surety, terminate this Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Subrecipient may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the Work, including additional architectural, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Subrecipient promptly upon demand. In the event of termination pursuant to this paragraph, the Contractor, upon the request of the Subrecipient, shall promptly:

1. Assign to the Subrecipient in the manner and to the extent directed by the Subrecipient all rights, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
2. Make available to the Subrecipient to the extent directed by the Subrecipient all construction equipment owned by the Contractor and employed in connection with the Work.

N. Performance of the Work hereunder may be terminated by the Subrecipient by giving three (3) days prior written notice to the Contractor if the Subrecipient, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph M of this Section, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

O. The Contractor shall name St. Louis County and the Subrecipient, its employees, agents and representatives as Additional Insureds for General Liability with respect to work performed by the Contractor.

VI. Documentation and Recordkeeping

A. Records. The Contractor and the Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the submission of the CDBG Consolidated Annual Performance Evaluation Report (CAPER) for the program year in which the activity was completed, or after the resolution of all Federal audit findings, whichever occurs later.

B. Payment Procedures. The Subrecipient will pay to the Contractor funds available under this contract based upon information submitted by the Contractor and consistent with any approved budget and policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements.

VII. Personnel and Participant Conditions

A. Civil Rights Compliance. The Contractor agrees to comply with all city and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. The Contractor shall include the provisions of this part in all subcontracts.

B. Nondiscrimination. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause. The Contractor shall include the provisions of this part in all subcontracts.

C. Land Covenants. This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Subrecipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

D. Section 504 and Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) and the Americans with Disabilities Act which prohibits discrimination against the handicapped in any federally assisted program. The Subrecipient shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

E. It shall be the responsibility of the Contractor to ensure that all goods, services, and/or work procured and/or performed under this Contract shall conform to and be performed in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees that, in case of non-compliance, it shall replace the service and/or work performed in order to effect such compliance, or pay liquidated damages in the amount required to effect compliance.

F. Affirmative Action. The Contractor agrees that it shall commit to carrying out, pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The County shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program.

G. MBE/DBE/WBE. The Contractor will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans; Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans; Asian-Americans; and American Indians. The Contractor may rely on written representations by Subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

H. Access to Records. The Contractor shall furnish and cause each of its Subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Subrecipient, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"), or the County, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

I. EEO/AA Statement. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

VIII. Employment Restrictions

A. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

B. "Section 3" Clause. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended; the regulations set forth in 24 CFR 135; and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the federal financial assistance provided under this contract and binding upon the County, the Subrecipient and the Contractor. Failure to fulfill these requirements shall subject the Subrecipient, the Contractor and any Subcontractor, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

C. The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement: "The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the areas of the project."

D. The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

E. Subcontracts. The Contractor will include this "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by HUD. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

F. Assignability. The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the Subrecipient thereto; provided, however, that claims for money due or to become due to the Contractor from the Subrecipient under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Subrecipient.

G. Conflict of Interest. The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, the Contractor, officer, elected official or appointed official of the Subrecipient, or of any designated public agencies or Contractors which are receiving funds under the CDBG program.

IX. Subcontracts

A. Approvals. The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Subrecipient prior to the execution of such agreement.

B. Monitoring. The County will monitor all Subcontractors on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. However, it is expressly agreed that the County will not be held responsible for contract non-compliance on the part of any Subcontractor, or for any damages incurred as the result of non-compliance.

C. Content. The Contractor shall cause all of the provisions of this Contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

D. Selection Process. The Contractor shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competitive basis.

X. Copyright

A. If this Contract results in any copyrightable material, the Subrecipient, the County, and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, the work for government purposes.

XI. Religious Organization

A. The Subrecipient agrees that funds provided under this Contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

XII. Environmental Conditions

A. Lead-Based Paint. The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

B. Historic Preservation. The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800-Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

XIII. Attachments

A. The following documents are attached hereto and incorporated herein by reference:

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the later of the dates set forth below.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Approved as to legal form:

Signed: _____

Name: _____

Title: _____

Date: _____

APPROVED BY ST. LOUIS COUNTY OFFICE OF COMMUNITY DEVELOPMENT:

Manager, Office of Community Development

Date

EXHIBIT D

Federal Wage Determination

"General Decision Number: MO20230056 04/14/2023

Superseded General Decision Number: MO20220056

State: Missouri

Construction Type: Building

Counties: Crawford, Jefferson, Lincoln, St Louis and Washington Counties in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number Publication Date

0	01/06/2023
1	01/13/2023
2	01/20/2023
3	03/03/2023
4	03/24/2023
5	04/14/2023

ASBE0001-005 10/03/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 43.73	26.29

BOIL0027-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 38.37	33.66

BRM00001-005 06/01/2022

JEFFERSON, LINCOLN & ST. LOUIS COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.00	23.14

BRM00001-008 06/01/2022

CRAWFORD COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 39.00	23.14

BRM00011-005 06/01/2022

WASHINGTON COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 31.21	15.09
TILE SETTER.....	\$ 31.21	15.09

BRM00018-007 07/01/2022

CRAWFORD, JEFFERSON, LINCOLN & ST. LOUIS COUNTIES

	Rates	Fringes
TILE FINISHER.....	\$ 29.43	17.06
TILE SETTER.....	\$ 33.62	18.30

CARP0002-001 05/01/2022

ST LOUIS COUNTY

	Rates	Fringes
CARPENTER (Including Drywall Hnaging & Form Work).....	\$ 41.62	19.50

CARP0002-006 05/01/2022

JEFFERSON & LINCOLN COUNTIES

	Rates	Fringes
CARPENTER (Including Drywall Hanging & Form Work)		
Projects \$1 million and over.....	\$ 41.62	19.50
Projects under \$1 million...	\$ 36.53	19.50

CARP0012-001 05/01/2022

CRAWFORD COUNTY

	Rates	Fringes
CARPENTER (Including Drywall Hanging & Form Work).....	\$ 40.84	19.50

CARP0013-001 05/01/2022

WASHINGTON COUNTY

	Rates	Fringes
CARPENTER (Including Drywall Hanging & Form Work)		
Projects \$1 million and over.....	\$ 41.62	19.50
Projects under \$1 million...	\$ 36.53	19.50

CARP1310-001 05/01/2022

	Rates	Fringes
CARPENTER (Floor Laying-Carpet and Vinyl Only)....	\$ 36.33	19.50

ELEC0001-006 07/17/2022

JEFFERSON, LINCOLN, ST LOUIS & WASHINGTON COUNTIES

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring Installer; Alarm, Computer & Telephone Installation).....	\$ 43.56	29.10

ELEC0257-002 03/01/2023

CRAWFORD COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring Installer; Alarm, Computer & Telephone Installation).....	\$ 37.00	20.88

ELEV0003-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 57.69	37.335+a+b

a. VACATION: Employer contributes 8% of basic hourly rate as vacation pay credit for more than 5 years of service; and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

 ENGI0513-005 05/01/2022

CRAWFORD & WASHINGTON COUNTIES

	Rates	Fringes
Power equipment operators:		
Backhoe/Excavator.....	\$ 33.51	28.82
Bobcat/Skid Loader.....	\$ 33.51	28.82
Crane.....	\$ 33.51	28.82
Forklift.....	\$ 33.51	28.82
Grader/Blade.....	\$ 33.51	28.82
Loader.....	\$ 33.51	28.82
Paver.....	\$ 33.51	28.82
Roller.....	\$ 33.51	28.82

 ENGI0513-008 05/04/2022

JEFFERSON, LINCOLN & ST LOUIS COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator.....	\$ 38.36	28.93
Bobcat/Skid Loader.....	\$ 38.36	28.93
Crane.....	\$ 38.36	28.93
Forklift.....	\$ 38.36	28.93
Grader/Blade.....	\$ 38.36	28.93
Loader.....	\$ 38.36	28.93
Paver.....	\$ 38.36	28.93
Roller.....	\$ 38.36	28.93

 IRON0396-002 08/04/2021

JEFFERSON, LINCOLN, ST. LOUIS, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 36.71	28.96

 IRON0396-007 08/04/2021

CRAWFORD COUNTY

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 32.24	28.96

 LAB00042-002 03/02/2023

ST LOUIS COUNTY

Rates	Fringes
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LABORER

Brick & Cement/Concrete Mason Tender.....	\$ 36.21	17.12
Common or General; Asphalt Shoveler; Brick & Cement/Concrete Mason Tender; Pipelayer.....	\$ 36.65	17.12

* LAB00110-001 03/01/2023

JEFFERSON COUNTY

Rates Fringes

LABORER

PROJECTS \$1 MILLION AND OVER:		
Brick & Cement/Concrete Mason Tender.....	\$ 27.36	13.12
Common or General; Asphalt Shoveler; Pipelayer.....	\$ 32.46	15.12
PROJECTS UNDER \$1 MILLION:		
Brick & Cement/Concrete Mason Tender.....	\$ 25.21	13.12
Common or General; Asphalt Shoveler; Pipelayer.....	\$ 30.31	15.12

* LAB00110-003 03/01/2023

WASHINGTON COUNTY

Rates Fringes

LABORER

PROJECTS \$20 AND OVER:		
Brick & Cement/Concrete Mason Tender.....	\$ 27.36	13.12
Common or General; Asphalt Shoveler; Pipelayer.....	\$ 32.46	15.12
PROJECTS BETWEEN \$1 MILLION & \$20 MILLION:		
Brick & Cement/Concrete Mason Tender.....	\$ 25.86	13.12
Common or General; Asphalt Shoveler; Pipelayer.....	\$ 30.96	15.12
PROJECTS UNDER \$1 MILLION		
Brick & Cement/Concrete Mason Tender.....	\$ 23.86	13.12
Common or General; Asphalt Shoveler; Pipelayer.....	\$ 28.96	15.12

LAB00660-002 03/02/2023

LINCOLN COUNTY

Rates Fringes

LABORER

Common or General; Asphalt

Shoveler, Brick & Cement/Concrete Mason Tender; Pipelayer.....	\$ 36.91	15.62
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LAB00840-006 03/01/2023

CRAWFORD COUNTY

	Rates	Fringes
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LABORER

Brick & Cement/Concrete Mason Tender.....	\$ 30.40	14.84
Common or General; Asphalt Shoveler; Pipelayer.....	\$ 28.50	14.84

PAIN0002-007 09/01/2022

JEFFERSON, LINCOLN & ST LOUIS COUNTIES

	Rates	Fringes
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PAINTER

Brush & Roller.....	\$ 37.45	16.41
Drywall Finishing/Taping....	\$ 37.45	16.41

PAIN0513-001 11/01/2020

CRAWFORD COUNTY

	Rates	Fringes
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GLAZIER.....	\$ 40.00	24.25
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PAIN0513-007 11/01/2020

JEFFERSON, LINCOLN, ST. LOUIS & WASHINGTON COUNTIES

	Rates	Fringes
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GLAZIER.....	\$ 40.00	24.25
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PAIN1185-009 07/01/2022

CRAWFORD COUNTY

	Rates	Fringes
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PAINTER

Brush and Roller.....	\$ 31.28	14.58
Drywall Finishing/Taping....	\$ 32.28	14.58

PAIN1292-004 09/01/2022

WASHINGTON COUNTY

	Rates	Fringes
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PAINTER

Brush & Roller.....	\$ 28.58	15.36
Drywall Finishing/Taping....	\$ 29.58	15.36

PLAS0527-007 04/01/2021

JEFFERSON & ST LOUIS COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.96	19.58

 PLAS0527-008 04/01/2021

LINCOLN & WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Projects \$10 million and over.....	\$ 34.79	19.58
Projects less than \$10 million.....	\$ 34.09	19.58

 PLAS0527-009 04/01/2021

CRAWFORD COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.89	19.58

 PLUM0562-006 07/01/2022

JEFFERSON & ST LOUIS COUNTIES

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 46.60	28.08
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 46.60	28.08

 PLUM0562-008 07/01/2022

CRAWFORD, LINCOLN & WASHINGTON COUNTIES

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....	\$ 44.66	21.49
Mechanical Contracts including all piping and temperature control work over \$7.0 million.....	\$ 44.66	21.49
PLUMBER, Excludes HVAC Pipe Installation Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....	\$ 43.16	21.49
Mechanical Contracts including all piping and temperature control work over \$7.0 million.....	\$ 45.10	27.85

 ROOF0002-001 03/01/2023

	Rates	Fringes
ROOFER.....	\$ 37.00	20.52

SFM00268-003 01/01/2023

JEFFERSON & ST LOUIS COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 48.38	27.50

* SFM00669-004 04/01/2023

CRAWFORD, LINCOLN & WASHINGTON COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.00	26.35

SHEE0036-001 08/01/2022

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 47.43	24.65

* TEAM0682-004 04/01/2023

JEFFERSON, LINCOLN & ST LOUIS COUNTIES

	Rates	Fringes
TRUCK DRIVER, Includes Dump Truck.....	\$ 24.00	a+b

a.PAID HOLIDAYS: Christmas, Fourth of July, Labor Day, Memorial Day, New Years Day and Thanksgiving Day.

b.PAID VACATION: 1 week paid vacation after 2 years continuous service; 2 weeks paid vacation after 5 years continuous service; 3 weeks paid vacation after 10 years continuous service.

SUM02010-055 06/14/2010

	Rates	Fringes
OPERATOR: Hoist.....	\$ 26.02	13.01
PAINTER: Spray.....	\$ 17.78	0.00

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

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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>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISIO"

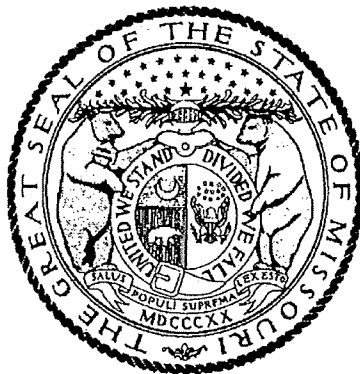
EXHIBIT E

State Wage Determination - Missouri Annual Wage Order No. 30

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 100
ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
ST. LOUIS County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.97
Boilermaker	\$41.15*
Bricklayer	\$62.54
Carpenter	\$61.56
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.25
Plasterer	
Communications Technician	\$62.85
Electrician (Inside Wireman)	\$73.29
Electrician Outside Lineman	\$58.76
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$96.60
Glazier	\$65.67
Ironworker	\$67.11
Laborer	\$52.47
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.74
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.06
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$51.81
Plumber	\$75.30
Pipe Fitter	
Roofer	\$56.75
Sheet Metal Worker	\$72.05
Sprinkler Fitter	\$78.94
Truck Driver	\$41.15*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
ST. LOUIS County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$62.80
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$58.76
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.14
General Laborer	
Skilled Laborer	
Operating Engineer	\$67.79
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$46.49
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

EXHIBIT F

Building Envelope Report

MET CENTER BUILDING ENVELOPE REVIEW DATE 2/12/20



By: Tom Heinze, P.E.S.E.
St. Louis County
Division of Design & Construction

DATE: 2/12/20
MET CENTER BUILDING ENVELOPE REVIEW

SUMMARY & RECOMMENDATIONS

The County's MET Center, located in Wellston Missouri, has significant building envelope deterioration with the exterior brick. The brick façade deterioration has become a safety concern with spalled, fractured and loose brick evident. Temporary chain link fencing has been installed in the parking lot below exterior façade areas of concern.

In addition, severe cracking at concrete spandrel panel connections at the west elevation is evident. The cracking around the connections is a safety concern that could affect the structural stability of the panels. Additional inspection and review is required.

The MET Center building needs an inspection by a building envelope consultant that would provide a field investigation of the building façade, prepare a condition survey report, and develop a construction cost estimate for repairs.

EXISTING CONDITIONS

Repairs were completed in the summer of 2019 due to several leaning brick piers at the south and east elevations (see photo # 7). During these repairs the following deficiencies were observed with binoculars and the use of a lift:

- 1) Precast concrete cracking was observed at precast connections along the west elevation at both the interior and exterior of the building. The cracking is significant and appears to be related to restraint of the panels at precast connections. Additional investigation is necessary to determine the reduced capacity of the connection and safety concerns (Photos 1, 2 & 3)
- 2) Fractured loose brick and concrete at the southwest corner above the sixth floor was observed. As a safety precaution, temporary chain link fencing was installed at the ground level below this area (photo #4).
- 3) Brick areas in need of repair and tuckpointing were evident at the south and east elevation. See photos 5 & 6 that are representative of the conditions at many locations. As a safety precaution, temporary chain line fencing was installed at the ground level below these areas.
- 4) Spalled Concrete and exposed rebar above windows at the south and east elevations (Photo #8).
- 5) Rusted brick ties were evident at the leaning brick repairs. Many of the ties were corroded all the way thru and provided no lateral support (Photo #9).



WAGNER ELECTRIC

Damaged Leaning Brick Parapet Wall

Fractured, Loose Brick Needs Tuckpointing- Typical Condition (photos 5&6)

1

2

3 leaning brick piers repaired 2019

Photo 8 Spalled Concrete Over Windows-Typical Many Locations

3

Temporary Fencing as a precaution from falling brick

02/11/2020

East Elevation

Spalled Concrete with exposed rebar over windows (Photo #8 Similar Several Locations)

Damaged Brick

Fractured/Loose Brick & Concrete (Photo #4- Safety Concern with Fencing installed below).

1

2

3

4

5

5 leaning brick piers repaired 2019

02/13/2020

Temporary Fencing as a precaution from falling brick

South Elevation

Cracking in Concrete Precast Panels at Connections (Photos #1 thru #3)

West Elevation

02/11/2020

Interior side of precast panel with cracking at connections

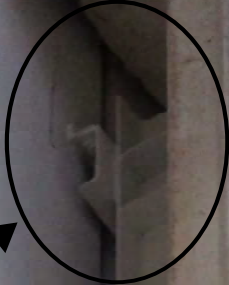


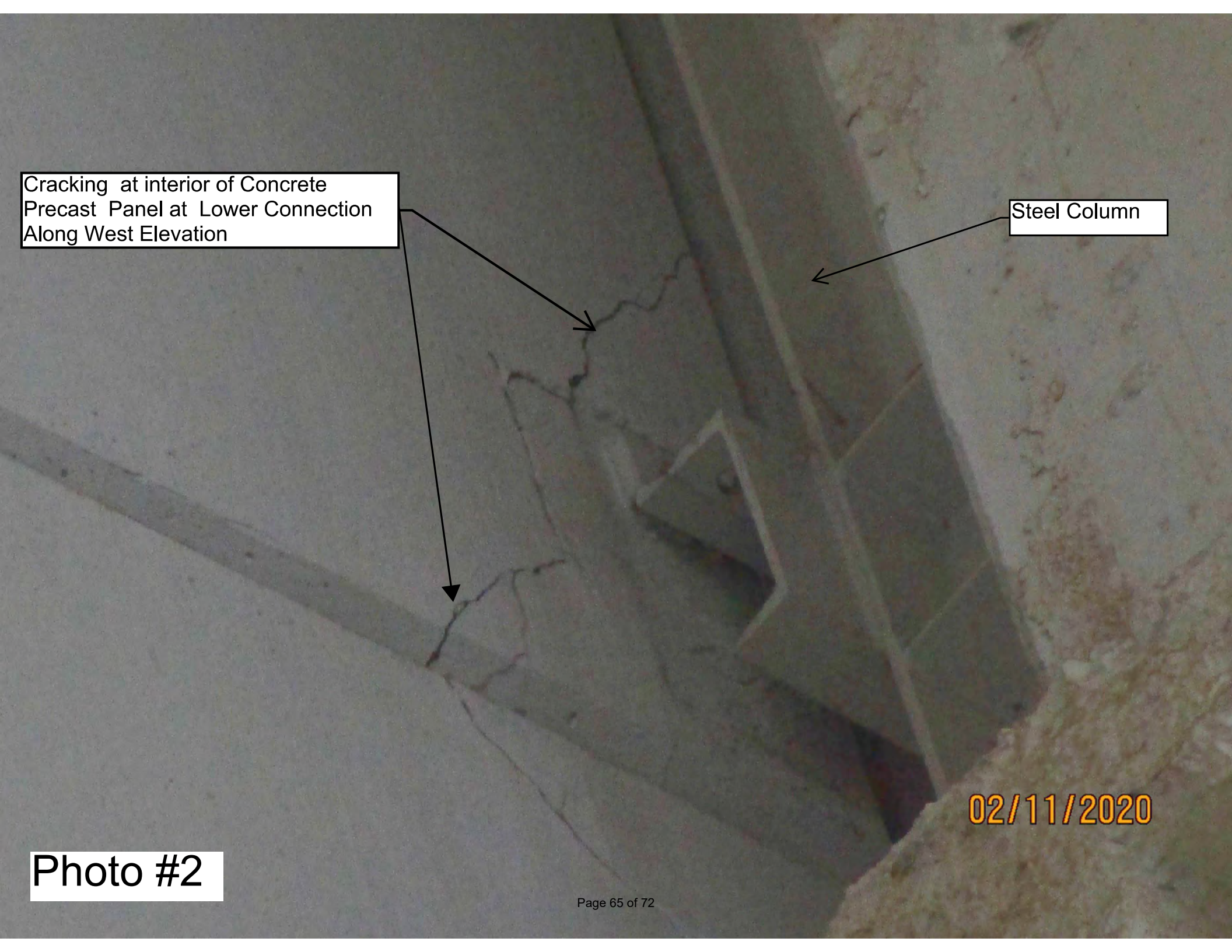
Photo #2

02/13/2020

Photo #1

Cracking at interior of Concrete
Precast Panel at Lower Connection
Along West Elevation

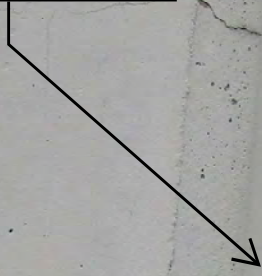
Steel Column



02/11/2020

Photo #2

Vertical Caulk Joint
Between Panels



Cracks in Exterior of Precast Panel at West
Elevation



10/28/2019

Photo #3



Fractured Brick & Concrete at Southwest Corner Above Sixth Floor



Photo #4

11/20/2019



#7
EAST

Fractured & Loose brick at East Elevation

10/28/2019

Photo #5

East Elevation Brick Needs
Repair/Tuckpointing



02/11/2020

Photo #6



Leaning Brick Pier at East Elevation Repaired in the Summer 2019

02/26/2019

Photo #7



Spalled Concrete & Exposed Rebar
Above Window-Many Similar Locations
at East Elevation

02/13/2020

Photo #8



Corroded Brick Ties

10/28/2019

Photo #9