



Loaves And Fishes For St. Louis, Inc.

REQUEST FOR PROPOSAL (RFP) Bathroom Renovations

BATHROOM RENOVATIONS

Loaves And Fishes For St. Louis, Inc.

2750 McKelvey Rd.

Maryland Heights, Missouri 63043

Phone: 3142913857 | Fax: Loaves And Fishes For St. Louis, Inc.

jacki@loavesandfishes-stl.org

RFP ID: 1001

Prepared By: Jacki MacIntosh, CEO

Date: March 29, 2024

REQUEST FOR PROPOSAL
BATHROOM RENOVATIONS
Maryland Heights - Missouri

RFP ID: 1001

SUBMISSION DEADLINE: March 29, 2024, 5:00 pm

QUESTION SUBMISSION DEADLINE: March 11, 2024

Questions may be submitted in written form no later than March 11, 2024, to:

RFP Contact Name: Jacki MacIntosh
Contact Address: 2055 Concourse Dr
Maryland Heights, Missouri 63021
Telephone Number: 3142913857
Email Address: jacki@loavesandfishes-stl.org

INTRODUCTION

Loaves And Fishes for St. Louis, Inc. invites and welcomes their Bathroom Renovation project proposals. Please take the time to read and become familiar with the proposal requirements carefully. All proposals submitted for consideration must be received by the time as specified above under the "SUBMISSION DEADLINE."

BIDDERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) – NO EXCEPTIONS.

Information for Bidder regarding the project:

- CDBG Project Statement:
 - 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.
- Section 3 Project Statement:
 - 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.

- [Sam.gov](#) Statement:
 - Be advised that this is a federally funded project, and all federally funded projects require registration on the federal awards database [Sam.gov](#). Full registration is 100% free but must be completed before the bid is awarded or the bid will be considered incomplete.
 - Yes, I have a full active registration on [Sam.gov](#). My UEI is: _____
 - Yes, I am partially registered on [Sam.gov](#). My UEI is: _____
 - and I will be fully registered by this date: _____
- Bonding requirements.
 - The project will require performance bonds and payment bonds if the bid price exceeds \$100,000.00.
- ADA specifications
 - The contractor is required to be aware of and comply with all applicable ADA requirements with respect to Federal, State, and local laws, ordinances, and regulations. Should there be any defect, error, or other element of the project that is found to not comply with applicable laws and regulations, it will be the sole responsibility of the contractor to bring that element of the project into compliance without additional cost to Loaves and Fishes.

PROJECT AND LOCATION

The bid proposal is being requested for Bathroom Renovations located at 2750 McKelvey Rd., Maryland Heights, Missouri 63043.

PROJECT MANAGER CONTACT INFORMATION

The following individual(s) are the assigned contacts for the following:

For questions or information regarding Project Oversight, contact:

Name: Jacki MacIntosh
Phone: 314-291-3857
Email: jacki@loavesandfishes-stl.org

For On-Site Support, contact:

Name: LaShawn Minor
Title: Director Of Housing Stabilization
Phone: 314-291-3857
Email: lminor@loavesandfishes-stl.org

PROJECT OBJECTIVE

This project aims to renovate three existing bathrooms to make them ADA-compliant and child-friendly. Two of the bathrooms are equipped with showers. These bathrooms are in a community living environment and should be able to handle high usage. The ultimate goal is to create safe and comfortable spaces for everyone to use.

PROJECT SCOPE AND SPECIFICATIONS

The Project Scope and Specifications are:

1. Demolition of existing bathrooms, including floors and walls, if needed.
2. Ensure showers are ADA-compliant with appropriate hardware, spacing, windows, and accessibility.
3. All bathroom hardware, including toilets, sinks, and mirrors, should be ADA-compliant.
4. Bathrooms should include child-friendly toilets and sinks.
5. Creation of space to store personal belongings while the bathroom is in use.
6. Replace exhaust fans and other items that are not working appropriately.
7. Ensure electricity, plumbing, and water supplies are updated and functioning.
8. Cosmetic repairs.
9. Other items as needed to ensure compliance and habitability.

SCHEDULED TIMELINE

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

MILESTONE

DATE

Project start:

April 30, 2024

Project Completion:

July 31, 2024

PROPOSAL BIDDING REQUIREMENTS

PROJECT PROPOSAL EXPECTATIONS

Loaves And Fishes For St. Louis, Inc. shall award the contract to the proposal that best accommodates the various project requirements. Loaves And Fishes For St. Louis, Inc. reserves the right to award any contract before the proposal deadline stated within the "Scheduled Timeline" or before the receipt of all proposals, award the contract to more than one Bidder, and refuse any proposal or contract without obligation to either Loaves And Fishes For St. Louis, Inc. or to any Bidder offering or submitting a proposal.

DEADLINE TO SUBMIT PROPOSAL

All proposals must be received by Loaves And Fishes For St. Louis, Inc. no later than 5:00 pm on March 29, 2024, for consideration in the project proposal selection process.

PROPOSAL SELECTION CRITERIA

Only those proposals received by the stated deadline will be considered. All proposals submitted by the deadline will be reviewed and evaluated based on the information provided in the submitted proposal. In addition, consideration will be given to cost and performance projections. Furthermore, the following criteria will be given considerable weight in the proposal selection process:

- Proposals received by the stipulated deadline.
- The completed Workforce Equity Report with the required attachment.

- Bidder's alleged performance effectiveness of their proposal's solution regarding the Project Objective of Loaves and Fishes For St. Louis, Inc.
- Bidder's performance history and alleged ability to deliver proposed services in a timely manner.
- Bidder's ability to provide and deliver qualified personnel with the knowledge and skills required to execute proposed services effectively and efficiently.
- Overall cost-effectiveness of the proposal.

Loaves and Fishes For St. Louis, Inc. shall reserve the right to cancel, suspend, and/or discontinue any proposal at any time necessary or fit without obligation or notice to the proposing bidder/contractor.

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

Summary of Bidder's Background

- Bidder's Name(s)
- Bidder's Address
- Bidder's Contact Information (and preferred method of communication)
- Legal Form of Bidder (e.g., sole proprietor, partnership, corporation)
- Date Bidder's Company Formed
- Description of Bidder's company in terms of size, range, types of services offered, and clientele.
- Bidder's principal officers (e.g., President, Chairman, Vice President(s), Secretary, Chief Operating Officer, Chief Financial Officer, General Manager) and the length of time each officer has performed in his/her field of expertise.
- Bidder's Federal Employee Identification Number (FEIN)
- Evidence of legal authority to conduct business in Missouri (e.g., business license number).
- Evidence of established track record for providing services and/or deliverables that are the subject of this proposal.
- Organization chart showing key personnel that would provide services to Loaves And Fishes For St. Louis, Inc.

Financial Information

- State whether the Bidder or its parent company (if any) has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code.
- State whether the Bidder or its parent company (if any) has ever received any sanctions or is under investigation by any regulatory or governmental body.

Proposed Outcome

- Summary of timeline and work to be completed.

Equipment or Service

- List any equipment or services required for this proposed project and the number of each.
- Detailed estimated cost for each piece of equipment or service.

- List any or equipment or services required of a subcontractor, along with a brief explanation.
- List any accommodation, services, or space required from Loaves And Fishes For St. Louis, Inc., along with a brief explanation.

Cost Proposal Summary and Breakdown

- A detailed list of all expected costs or expenses related to the proposed project.
- Summary and explanation of any other contributing expenses to the total cost.
- Brief summary of the total cost of the proposal.

Licensing and Bonding

- Provide details of licenses and bonds (if any) for any proposed services that the bidder/contractor may provide for this project.

Insurance

- Details of any liability or other insurance provided concerning the staff or project.

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. | <input type="checkbox"/> | <input type="checkbox"/> | |
| | 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) | <input type="checkbox"/> | <input type="checkbox"/> | |
| | I have confirmed that all subcontractors on this project meet E-Verify requirements. | <input type="checkbox"/> | <input type="checkbox"/> | |
| Projects over \$200K: | I have included the Section 3 Clause (FORM 6) in all subcontracts and included a sample subcontract with my bid. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 thru 5. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

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% |

FORM 3 – WORKFORCE AND LABOR HOUR INFORMATION

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.

[illegible]

| | | | |
|--|--|---|------|
| 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

2023 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 |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| \$56,250 | \$64,300 | \$72,350 | \$80,350 | \$86,800 | \$93,250 | \$99,650 | \$106,100 |

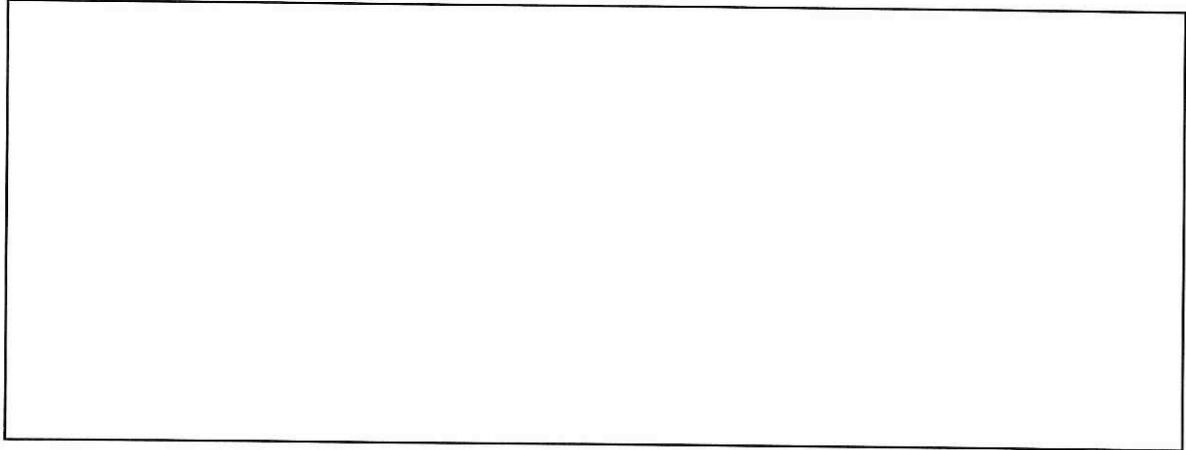
St. Louis County Office of Community Development
Workforce Equity Report
FORM 5 – DOCUMENTATION OF EFFORTS

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

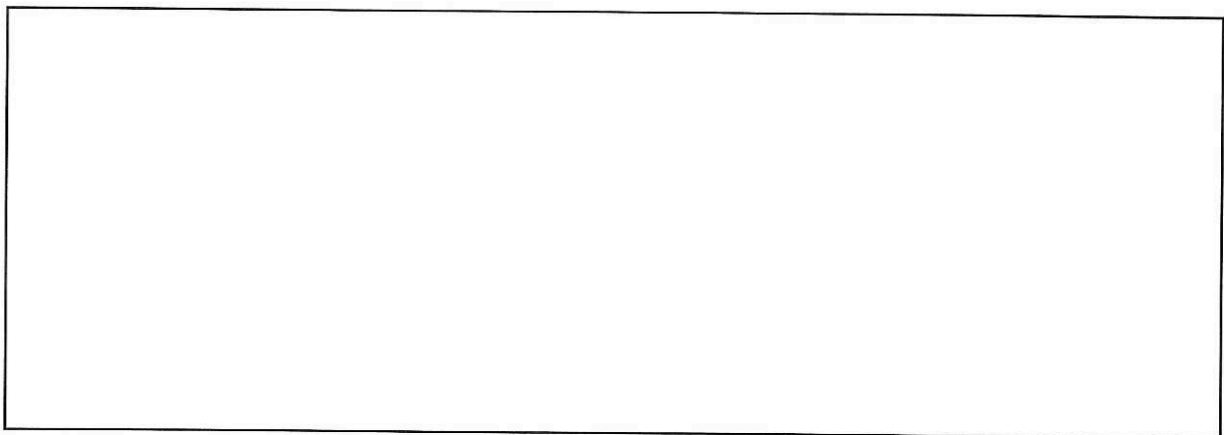
- Copies of all publications, notices, pictures of posted notices, and any other outreach materials utilized.
- A list of all WBE and MBE firms that responded to your outreach efforts (e.g. bids solicited, bids received, etc.); were any of them hired? If not, please explain why.



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. LABOR HOURS—Report the number of Total labor hours and Section 3 labor hours for this reporting period. Attach FORM 7A – EMPLOYEE LABOR REPORT.

| A. Number of Total Labor Hours for this period | B. Number of Section 3 Labor Hours this period | C. Number of Targeted Section 3 Labor Hours | Percentage of Section 3 labor hours (Divide column B by column A) |
|--|--|---|--|
| | | | |

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: _____

St. Louis County Office of Community Development
Workforce Equity Report
FORM 7A – EMPLOYEE LABOR HOUR 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 | Section 3 Worker/resident? | Targeted Section 3 Worker/resident | EMPLOYER | JOB CATEGORY/TRADE | # of Labor Hours assigned to job classification | # of Labor hours assigned to this person |
|-----|------------------------------------|----------------------------|------------------------------------|----------------|--------------------|---|--|
| 1 | John Smith, 123 Main Street, 63100 | Yes | No | XYZ Demolition | Laborer | 125 | 25 |
| 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.

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.

2023 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 |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| \$56,250 | \$64,300 | \$72,350 | \$80,350 | \$86,800 | \$93,250 | \$99,650 | \$106,100 |

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@stlouiscountymmo.gov



Are You A Section 3 Business?

Your business may qualify for Section 3 if...

- 51% or more of your business is owned by low-to-moderate income residents;
- Your business employs low-to-moderate income residents for at least 30 percent of its full-time, permanent staff; or
- Your business subcontracts 25% or more of its work to certified Section 3 businesses.

Section 3 businesses can get contracting preferences on some HUD-funded projects. If you think your business is qualified, contact us today to get certified!

Households at or below these income limits* may qualify

| 1 person household | 2 person household | 3 person household | 4 person household | 5 person household | 6 person household | 7 person household | 8 person household |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| \$56,250 | \$64,300 | \$72,350 | \$80,350 | \$86,800 | \$93,250 | \$99,650 | \$106,100 |

*This represents the 2023 Income Limits as published by the U.S. Department of Housing and Urban Development.

For more information contact the Section 3 Program at:

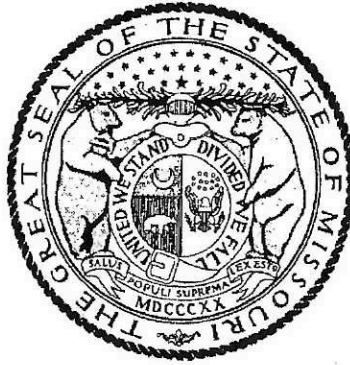
314.615.8672 or Section3@stlouiscountymo.gov

<https://stlouiscountymo.gov/st-louis-county-departments/human-services/community-development/section-3-hud-act-of-1968/>

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

A. 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.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

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

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

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

ii. Certified payroll requirements

- A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

- 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

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

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

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

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

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

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) 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 or her 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 29 CFR 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 U.S.C. § 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.

"General Decision Number: MO20240089 01/05/2024

Superseded General Decision Number: MO20230089

State: Missouri

Construction Type: Building

Counties: 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)(1).

| | |
|---|--|
| 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: | <ul style="list-style-type: none"> ◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
| 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: | <ul style="list-style-type: none"> ◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024. |

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

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

Modification Number
0

Publication Date
01/05/2024

ASBE0001-001 10/02/2023

| | Rates | Fringes |
|--|----------|---------|
| HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems)..... | \$ 42.63 | 26.74 |

BRM0001-009 06/07/2023

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 35.95 | 26.43 |

BRM0018-003 07/05/2023

| | Rates | Fringes |
|------------------|----------|---------|
| TILE SETTER..... | \$ 34.09 | 20.36 |

CARP1011-002 05/01/2023

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 43.52 | 21.25 |

CARP1310-002 05/01/2023

| | Rates | Fringes |
|-------------------------------|----------|---------|
| FLOOR LAYER: SOFT FLOORS..... | \$ 38.73 | 20.70 |

ELEC0001-004 06/04/2023

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN (Communication Technician)..... | \$ 45.24 | 30.37 |

ELEC0001-010 06/04/2023

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 45.24 | 30.37 |

ELEV0003-004 01/01/2023

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 57.69 | 43.74 |

ENGI0513-023 05/07/2023

| | Rates | Fringes |
|---------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR: | | |
| Backhoe/Excavator/Trackhoe.. | \$ 41.01 | 29.63 |
| Bobcat/Skid Steer/Skid Loader..... | \$ 41.01 | 29.63 |
| Forklift..... | \$ 41.01 | 29.63 |

ENGI0513-026 05/01/2023

| Rates | Fringes |
|-------|---------|
|-------|---------|

POWER EQUIPMENT OPERATOR:

| | | |
|------------|----------|-------|
| Oiler..... | \$ 34.61 | 29.50 |
|------------|----------|-------|

ENGI0513-027 05/07/2023

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

POWER EQUIPMENT OPERATOR:

| | | |
|----------------|----------|-------|
| Bulldozer..... | \$ 41.01 | 29.63 |
|----------------|----------|-------|

ENGI0513-028 05/07/2023

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

POWER EQUIPMENT OPERATOR:

| | | |
|------------|----------|-------|
| Crane..... | \$ 41.01 | 29.63 |
|------------|----------|-------|

IRON0396-008 08/02/2023

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | | |
|-----------------|----------|-------|
| IRONWORKER..... | \$ 40.37 | 30.55 |
|-----------------|----------|-------|

LAB00110-006 03/01/2023

JEFFERSON COUNTY

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | | |
|---------------------------------|----------|-------|
| LABORER: Common or General..... | \$ 32.46 | 14.70 |
|---------------------------------|----------|-------|

LAB00110-007 03/01/2023

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | | |
|-------------------------|----------|-------|
| LABORER: Pipelayer..... | \$ 32.46 | 14.70 |
|-------------------------|----------|-------|

LAB01104-007 03/01/2023

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

LABORER: Mason Tender -

| | | |
|----------------------|----------|-------|
| Cement/Concrete..... | \$ 29.13 | 14.20 |
|----------------------|----------|-------|

PADC0058-001 09/01/2023

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | | |
|--------------|----------|-------|
| PAINTER..... | \$ 38.40 | 16.71 |
|--------------|----------|-------|

PLAS0527-005 04/01/2023

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | | |
|-----------------------------------|----------|-------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.46 | 20.15 |
|-----------------------------------|----------|-------|

PLUM0562-018 07/01/2023

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | | |
|-----------------|----------|-------|
| PIPEFITTER..... | \$ 48.60 | 28.58 |
|-----------------|----------|-------|

PLUM0562-019 07/01/2023

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 48.60 | 28.58 |

 ROOF0002-016 03/01/2023

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 37.00 | 20.46 |

 SFM00268-005 09/01/2023

| | Rates | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 50.58 | 27.95 |

 SHEE0036-036 08/01/2023

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 48.25 | 25.95 |

 UAVG-MO-0002 10/10/2023

| | Rates | Fringes |
|-----------------------|----------|---------|
| OPERATOR: Roller..... | \$ 37.81 | 29.57 |

 UAVG-MO-0003 10/10/2023

| | Rates | Fringes |
|----------------------------------|----------|---------|
| LABORER: Mason Tender - Brick... | \$ 35.03 | 16.34 |

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

=====

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

| 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

Section 100

| 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.

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. Additional Agreement in Effect

A. _____ and the Contractor have also agreed to specific conditions and terms pursuant to the agreement signed between the parties on _____, attached hereto and incorporated herein by reference as Exhibit A. In the event of any conflict between the terms of this Contract and the terms of Exhibit A, the terms of this Contract shall govern, except where the terms of Exhibit A set forth a higher standard of specificity or conduct for the Contractor.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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).

XIII. 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.

XIV. 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: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Title: _____

Signed: _____

Name: _____

Title: _____

Date: _____

Attest: _____

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