# CROSBY HOUSING & REDEVELOPMENT AUTHORITY

## Supplemental IFB and Bid Documents | Elevator Modernization

Dellwood Apartments | 300 3rd Ave. NE, Crosby, MN 56441
Edgewood Apartments | 400 3rd Ave. NE, Crosby, MN 56441

| Prepared For | Prepared By | Issue Status |
|---|---|---|
| Crosby Housing & Redevelopment Authority | Discovery Vertical Solutions, LLC | Supplemental IFB Documents |
| Owner Contact: John Schommer | Consultant: Jeff Akre | Issue Date: 9/25/2026 |

# IFB / INVITATION TO BID AND PROJECT SUMMARY

## 1. Solicitation

| Field | Requirement |
|---|---|
| Owner | Crosby Housing & Redevelopment Authority (Crosby HRA) |
| IFB / Bid No. | Project #2026-002 |
| Project | Dellwood and Edgewood Apartments Elevator Modernization |
| Issue Date | 9/25/2026 |
| Pre-bid Survey - Questions Due | 10/6/2026 - 10/20/2026 |
| Final Addendum Date | 10/22/2026 |
| Bid Due | 10/29/2026 1:00pm CST |
| Delivery Method | SEALED PAPER / ELECTRONIC PORTAL |
| Bid Opening | Brainerd HRA Offices 1:00pm CST 10/29/2026 |
| Procurement Contact | John Schommer – Rehab and Maintenance Director – Brainerd HRA |

## 2. Project Overview

Crosby HRA invites bids from qualified, properly licensed elevator contractors to furnish a complete turnkey modernization of one existing hydraulic passenger elevator at Dellwood Apartments and one existing hydraulic passenger elevator at Edgewood Apartments. The Elevator Contractor will serve as the general contractor and will coordinate and include required elevator, general construction, electrical, mechanical, HVAC, plumbing, fire-alarm, communications, testing, permitting, restoration, and closeout work.

The Total Bid includes complete in-ground hydraulic jack replacement at each building. Each technical specification also requires a complete machine-room mini-split HVAC system and the other modernization related trades work described in Section 14 24 00.

## 3. Contracting Structure

- Construction agreement: Crosby HRA Construction Agreement, completed for the awarded contractor.
- Technical work: Section 14 24 00 for Dellwood Apartments and Section 14 24 00 for Edgewood Apartments.
- General requirements: Division 01 requirements included in this supplemental volume.
- Maintenance: Interim maintenance through Final Acceptance and twelve months of warranty maintenance are included in the modernization Contract Sum. Paid comprehensive maintenance begins only as stated in the final maintenance procurement/Agreement.
- HUD and public-contract requirements: Applicable forms and clauses identified by Crosby HRA based on funding source and final contract value.

## 4. Minimum Bidder Qualifications

- Current Minnesota elevator contractor licensing and all registrations, bonds, and insurance required for the Work.
- Demonstrated successful experience with comparable occupied-building hydraulic elevator modernizations and in-ground cylinder replacement.
- Capacity to act as general contractor and coordinate all related trades.
- Ability to obtain required permits, approvals, inspections, testing, and operating authorization.

- Ability to provide nonproprietary equipment, required diagnostics, software, tools, training, records, and complete closeout deliverables.
- Compliance with responsible-contractor, HUD, wage, Section 3, nondiscrimination, and other requirements identified in the final solicitation.

## 5. Procurement Schedule

| Milestone | Date / Time | Responsibility |
|---|---|---|
| IFB issued | 9/25/2026 | Owner |
| Pre-bid conference / site walk | 10/6/2026 @ 1:30pm CST | Owner / Consultant |
| Deadline for bidder questions | 10/20/2026 | Bidders |
| Final addendum issued | 10/22/2026 | Owner |
| Bids due | 10/29/2026 | Bidders |
| Intent to award / board action | 11/5/2026 | Owner |
| Contract execution and bonds | Following Board Action | Owner / Awardee |
| Notice to Proceed | At contract execution | Owner |
| Required material-release submittals | Per specification timeline requirements | Contractor |
| On-site modernization window | April-June 2027 | Contractor |
| Final Acceptance target | June 11, 2027 Project Completion | Contractor / Owner |

## 6. Questions and Addenda

Direct all questions only to the Procurement Contact/Consultant of Record. Oral interpretations are not binding. Only written addenda issued by Crosby HRA modify the solicitation. Bidders shall acknowledge every addendum on the Bid Form.

## 7. Pre-Bid Inspection

Each bidder shall inspect both project sites and accessible elevator equipment, verify dimensions and conditions, identify required related-trade work, review access and occupied-building restrictions, and include reasonably discoverable conditions in its bid.

## 8. Bid Evaluation and Award

Crosby HRA intends to evaluate responsiveness, responsibility, total evaluated price, alternates, qualifications, schedule, compliance, exceptions, and other lawful factors stated in the final solicitation. Crosby HRA reserves rights permitted by applicable procurement requirements, including rejecting bids, waiving immaterial irregularities, requesting clarification, and making the award determined to be in the Owner's best interests.

## 9. Bid Security, Bonds, and Insurance

Bid security: 5%. Performance and payment bonds: Refer to HUD contract requirements included in bid documents. The existing Crosby HRA construction agreement states that performance and payment bonds are required when the Contract Price is $50,000 or greater. Final requirements must be reconciled with HUD documents and applicable law before issuance.

## 10. Bid Validity

Bids shall remain open and irrevocable for 60 calendar days after the bid due date, or such longer period stated in the final solicitation and permitted by law.

# INSTRUCTIONS TO BIDDERS

## 1. Bidder Responsibility

By submitting a bid, the bidder represents that it has reviewed the complete solicitation, visited both sites, correlated observations with the Contract Documents, obtained required information, and included all labor, materials, equipment, subcontracts, permits, taxes, freight, disposal, overhead, profit, and incidentals necessary for complete Work except items expressly identified otherwise.

## 2. Complete Bid Package

Submit the executed Bid Form, bid security if required, addenda acknowledgments, bidder qualifications, project team and subcontractor/supplier information, schedule, equipment/manufacturer schedule, exceptions and substitutions, responsible-contractor certification, HUD and wage certifications, non-collusion statement, and other forms listed in the Bid Submission Checklist.

## 3. Bid Form Controls

Prices must be entered in figures and words where requested. If a discrepancy exists, the written amount controls unless prohibited by governing procurement requirements. Do not alter the Bid Form. Qualifying language, bidder terms, or unrequested attachments may cause rejection.

## 4. Bid

Provide separate lump sums for Dellwood and Edgewood and a combined total bid. Bid includes hydraulic jack replacement at both buildings, turnkey related-trade work, interim maintenance through Final Acceptance, twelve months of warranty maintenance, testing, permits, training, and closeout.

## 5. Unit Prices

Enter every unit price. Blank entries may be interpreted as no change or may render the bid nonresponsive, as determined under final procurement rules.

## 6. Substitutions

Submit pre-bid substitution requests no later than 14 calendar days ahead of project bid due date with technical data, code/listing information, lifecycle and maintenance implications, proposed contract language changes, and a clear comparison to the specified basis of design. Approval is effective only by addendum.

## 7. Exceptions

List every exception in the designated schedule. Silence constitutes full compliance. Bidder quotations, standard terms, exclusions, service-ticket terms, or click-through terms are not incorporated unless expressly accepted in the executed Contract.

## 8. Schedule

Submit procurement lead times, material-release date, fabrication duration, on-site duration by building, cylinder-drilling duration, testing/inspection duration, and proposed sequence. The technical specifications require five 10-hour shifts per week during modernization unless the Owner approves otherwise in writing.

## 9. Withdrawal and Modification

A bid may be withdrawn or modified only by written notice received before the deadline and in the manner permitted by the final solicitation. Late bids will be handled under Crosby HRA procurement requirements.

## 10. Post-Bid Information

The apparent successful bidder shall promptly provide bonds, insurance, licenses, detailed Schedule of Values, baseline schedule, subcontractor list, product/manufacturer confirmations, and other information requested for responsibility review or contract execution.

# FORM OF BID

TO: Crosby Housing & Redevelopment Authority

PROJECT: Dellwood and Edgewood Apartments Elevator Modernization

IFB / BID NO.: Project #2026-002

## A. Bidder Identification

| Item | Bidder Response |
|---|---|
| Legal Name | |
| Entity Type / State of Organization | |
| Address | |
| Primary Contact / Title | |
| Phone / Email | |
| Minnesota Elevator Contractor License No. | |
| Responsible Contractor Registration / Certification Reference | |
| Federal Tax ID | |
| Years in Business | |

## B. Bid

| Price Component | Amount in Figures | Amount in Words |
|---|---|---|
| Dellwood Apartments complete modernization | $_____ | _____ dollars |
| Dellwood Apartments complete in-ground hydraulic jack replacement | $_____ | _____ dollars |
| Edgewood Apartments complete modernization | $_____ | _____ dollars |
| Edgewood Apartments complete in-ground hydraulic jack replacement | $_____ | _____ dollars |
| COMBINED TOTAL PROJECT BID | $_____ | _____ dollars |

The Combined Total Project Bid includes all Work shown or reasonably inferable from the Contract Documents and all costs necessary for a complete, tested, code-compliant, accepted, and operational installation, except only items identified as allowances, or Owner-furnished work.

## C. Allowances and Unit Prices

| Item | Included Allowance / Unit | Bidder Amount or Rate |
|---|---|---|
| Unforeseen cylinder drilling / rock drilling | Per crew-hour and equipment-hour | $_____ |
| Contaminated soil / water handling beyond reasonably anticipated scope | Per approved unit | _____ |
| Additional licensed elevator mechanic | Per hour, regular time | $_____ |
| Additional licensed electrician | Per hour, regular time | $_____ |
| Premium-time differential | Per hour by trade | $_____ |
| General contractor markup on approved subcontractor work | Percent | _____ % |
| General contractor markup on approved materials/equipment | Percent | _____ % |

## D. Schedule Commitments

| Commitment | Bidder Response |
|---|---|
| Calendar days from Notice to Proceed to approved material-release submittals | _____ days |
| Equipment manufacturing / procurement lead time after approved release | _____ weeks |
| Dellwood on-site outage duration | _____ calendar days |
| Edgewood on-site outage duration | _____ calendar days |
| Cylinder removal/drilling/new jack installation duration at each building | _____ working days |
| Final testing, inspection, punch list, training, and closeout after installation | _____ calendar days |
| Proposed sequence | Dellwood first / Edgewood first / Other: _____ |

## E. Manufacturers and Major Equipment

| System / Component | Manufacturer | Model / Notes |
|---|---|---|
| Controller | | |
| Hydraulic power unit | | |
| Hydraulic jack assembly | | |
| Door operator | | |
| Door reopening device | | |
| Fixtures | | |
| Two-way communications | | |
| Machine-room HVAC | | |

## F. Maintenance Pricing

Modernization Bid includes interim maintenance through written Final Acceptance and twelve months of warranty maintenance at no additional cost. The following paid full-maintenance pricing begins only after the included warranty-maintenance period unless the Owner directs otherwise in writing.

| Service | Monthly Fee | Annual Fee |
|---|---|---|
| Dellwood full-maintenance after warranty | $_____ | $_____ |
| Edgewood full-maintenance after warranty | $_____ | $_____ |
| Combined total | $_____ | $_____ |

## G. Addenda

| Addendum No. | Date | Acknowledged By |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

## H. Exceptions and Clarifications

List all exceptions below. If none, write "NONE." Attach additional pages only if clearly identified and signed.

_____

_____

_____

_____

_____

_____

## I. Bid Certifications

- ☐ The bidder has examined and accepts the Contract Documents and both project sites.
- ☐ The bidder's prices include all Work described by the Bid and required general conditions.
- ☐ The bidder has not colluded with another bidder and has not offered anything of value to influence the award.
- ☐ The bidder will execute the Owner's agreement and furnish required bonds and insurance within the stated period.
- ☐ The bidder is properly licensed and will comply with applicable federal, state, local, HUD, wage, Section 3, nondiscrimination, and responsible-contractor requirements included in the final solicitation.
- ☐ The bidder's proposal remains valid for the stated bid-validity period.

## J. Signature

| Bidder | Authorized Signature |
|---|---|
| Legal Name | |
| By | |
| Printed Name / Title | |
| Date | |
| Notary / Attestation if required | |

# BID SUBMISSION CHECKLIST

| Req. | Submission Item | Included |
|---|---|---|
| 1 | Executed Form of Bid with all prices, alternates, unit prices, schedule commitments, manufacturers, exceptions, and addenda acknowledgments | ☐ |
| 2 | Bid security in required form and amount | ☐ |
| 3 | Bidder qualifications and three comparable occupied-building elevator modernization projects | ☐ |
| 4 | Proposed project manager, superintendent/lead mechanic, adjuster, cylinder-drilling subcontractor, and related-trade subcontractors | ☐ |
| 5 | Preliminary procurement and construction schedule | ☐ |
| 6 | Equipment/manufacturer schedule and nonproprietary compliance statement | ☐ |
| 7 | Attachment B or equivalent subcontractor/supplier disclosure | ☐ |
| 8 | Responsible Contractor certification and statutory disclosures | ☐ |
| 9 | Non-collusion affidavit / certification | ☐ |
| 10 | Debarment and suspension certification | ☐ |
| 11 | Section 3 certifications and plan/forms | ☐ |
| 12 | Wage decision acknowledgment, prevailing wage and labor compliance forms | ☐ |
| 13 | MBE/WBE, EEO, nondiscrimination, and other participation forms required by funding source | ☐ |
| 14 | Insurance evidence or broker letter confirming ability to meet requirements | ☐ |
| 15 | Bidder exceptions, substitutions, and proprietary restrictions disclosure | ☐ |
| 16 | Signed addenda and required solicitation representations | ☐ |

# DIVISION 01 - GENERAL REQUIREMENTS

## SECTION 01 10 00 - SUMMARY

### 1.01 Work Covered

Provide complete turnkey modernization of one hydraulic passenger elevator at Dellwood Apartments and one at Edgewood Apartments, including all work described in the two Section 14 24 00 specifications, related-trade work, permits, testing, restoration, interim and warranty maintenance, training, and closeout.

### 1.02 Contractor Responsibilities

- Serve as general contractor and single point of responsibility for elevator and all related trades.
- Field verify dimensions, utilities, capacities, power, access, equipment conditions, and interfaces before fabrication.
- Coordinate occupied-building operations, resident safety, outages, deliveries, noise, dust, odors, oil handling, drilling, and restoration.
- Provide all temporary protection, barricades, signage, floor/wall protection, fire stopping, patching, painting, and cleaning required by the Work.
- Maintain elevator in each building only as existing conditions permit. Coordinate any overlapping outages and do not begin a second building outage without written Owner authorization.

### 1.03 Work by Owner / Owner-Furnished Items

Unless specifically identified in the final solicitation, there is no Owner-furnished equipment and no excluded related-trade work. Owner responsibilities are limited to reasonable site access, designated staging/storage areas, existing utility service, operational coordination, and timely review of required submittals.

### 1.04 Contract Documents and Order of Precedence

The final executed Contract shall establish the controlling order of precedence. Recommended order: written amendments; applicable HUD mandatory forms and clauses; executed Crosby HRA Construction Agreement; addenda in reverse chronological order; Form of Bid and accepted alternates; Division 01; project-specific Section 14 24 00 specifications; accepted submittals only to the extent they do not alter Contract requirements. Approved submittals do not authorize deviations unless the deviation is specifically identified and accepted in writing as a Contract modification.

## SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

### 1.01 Contract Sum

The Contract Sum is the accepted lump-sum Total Bid as modified by accepted alternates and written Contract modifications. It includes all labor, materials, equipment, supervision, subcontractors, permits, fees, taxes, freight, disposal, testing, commissioning, maintenance, warranty, overhead, and profit necessary for complete Work.

### 1.02 Schedule of Values

Within ten days after Notice of Award and before the first payment application, submit a detailed Schedule of Values separately allocating Dellwood, Edgewood, general conditions, engineering/submittals, major equipment, cylinder work, related trades, installation, testing, training, closeout, and retainage. Overloaded or front-loaded values may be rejected.

### 1.03 Applications for Payment

- Submit monthly in a form acceptable to the Owner, supported by updated schedule, schedule of values, supplier/subcontractor invoices as requested, stored-material documentation, lien waivers, payroll/wage documentation if applicable, and updated subcontractor/supplier list.

- Stored materials must be stored onsite at project address, suitably protected, insured, clearly identified for the Project, and supported by invoices and title documentation. Owner may require off-site storage agreements and inspection.
- Owner may withhold amounts for defective or incomplete work, schedule failure, unpaid subcontractors, missing documentation, damage, unresolved claims, or other grounds allowed by the Contract.
- Five percent retainage applies unless the executed Contract or applicable law requires a different treatment.

### 1.04 Alternates, Allowances, and Unit Prices

Alternates modify the Contract Sum only when accepted in writing. Allowances and unit prices shall be used only upon Owner's written authorization and supported by measurements and cost documentation. Unused allowance balances revert to the Owner.

### 1.05 Change Procedures

No change in Contract Sum or Contract Time is valid without the Owner's prior written authorization. Contractor shall submit a detailed proposal identifying labor classifications and hours, material quotations, equipment, subcontractor costs, permitted markups, schedule effect, and supporting documentation. Proceeding without authorization is at Contractor risk except immediate emergency action necessary to protect life or property, followed by written notice within one business day.

## SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

### 1.01 Communications

Route formal notices, RFIs, submittals, pay applications, change proposals, and schedule updates through the Owner's designated representative. Field direction does not modify the Contract.

### 1.02 Meetings

- Preconstruction conference before mobilization.
- Preinstallation meeting at least one week before elevator work begins at each building.
- Progress meetings/updates at weekly intervals during execution phase of the project.
- Weekly coordination during cylinder removal/drilling and other high-impact work.
- Final inspection, training, and closeout conference.

### 1.03 Requests for Information

Submit RFIs promptly and before affected work. Clearly identify the Contract requirement, field condition, requested interpretation, proposed solution, and schedule impact. RFIs shall not be used to seek approval of substitutions or unpriced changes.

### 1.04 Project Schedule

Submit a baseline schedule showing submittals, approvals, procurement, manufacturing, mobilization, shutdown, demolition, cylinder work, installation, related trades, adjustment, testing, AHJ inspection, punch list, training, and closeout for each building. Update at least every three weeks and whenever progress materially changes. The specified execution basis is five consecutive weekday shifts of ten hours each unless approved otherwise in writing.

## SECTION 01 33 00 - SUBMITTAL PROCEDURES

### 1.01 Submittal Register

Within ten days after award, submit a complete register with required submittal, responsible party, planned submission date, review need date, procurement impact, and status. Include all technical specification submittals and related-trade submittals.

### 1.02 Contractor Review

Before submission, Contractor shall review, coordinate, verify field dimensions, confirm compatibility, and stamp each submittal as reviewed. Identify deviations in a separate cover letter. Unidentified deviations are not approved by review.

### 1.03 Minimum Submittals

- Product data and shop drawings for controllers, power units, cylinders, fixtures, doors, operators, communications, HVAC, electrical, fire alarm, and related work.
- Machine-room and hoistway layouts, heat loads, power and disconnect requirements, interfaces, structural loads, clearances, access, and equipment-removal path.
- Hydraulic jack removal, drilling, casing, groundwater, oil handling, environmental protection, and restoration plan.
- Site logistics, occupant protection, safety, shutdown, fire watch if required, and emergency-contact plan.
- Project schedule, Schedule of Values, subcontractor list, licenses, bonds, insurance, product lead times, and testing plan.
- Closeout plan and indexed list of required turnover documents.

## SECTION 01 40 00 - QUALITY REQUIREMENTS

### 1.01 General

Provide qualified personnel, installers, subcontractors, testing agencies, and manufacturers meeting the Contract Documents and applicable law. Owner review, observation, testing, or payment does not relieve Contractor of responsibility for compliance.

### 1.02 Regulatory Requirements

Obtain and pay for required elevator, electrical, mechanical, HVAC, fire-alarm, plumbing, building, and other permits, plan review, inspections, testing, certificates, and operating authorization unless the final Contract expressly states otherwise.

### 1.03 Mockups and Samples

Provide finish samples, cab-laminate selections, stainless-steel samples, fixture faceplate layouts, engraving, button/indicator samples, paint colors, flooring samples, and other appearance items for Owner selection before fabrication.

### 1.04 Nonconforming Work

Promptly remove, correct, or replace nonconforming Work at no additional cost. Submit proposed corrective action and retesting. Concealed nonconforming work may be uncovered at Contractor cost when reasonably required for verification.

## SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

### 1.01 Occupied Buildings

- Maintain safe, clean, accessible routes and protect residents, staff, visitors, property, finishes, and building systems.
- Provide rigid barricades and controlled access at elevator entrances, pits, machine rooms, drilling zones, staging areas, and other hazards.
- Coordinate shutdown notices and disruptive work.
- Control dust, debris, noise, vibration, fumes, odors, oil, water, and drilling spoils. Do not discharge hydraulic oil, slurry, or contaminated water to building drains or the site.

- Maintain required fire separations, egress, fire alarm, and life-safety systems. Coordinate temporary impairments and fire watch with Owner and authorities.
- Secure tools, keys, access devices, materials, and openings at the end of each shift.

### 1.02 Storage and Deliveries

Use only Owner-approved routes, times, loading areas, staging, and storage. Protect stored equipment from weather, moisture, damage, theft, and unauthorized access. Contractor remains responsible for stored materials until Final Acceptance. Project materials are required to be stored onsite at project address.

### 1.03 Utilities and Temporary Services

Verify availability and capacity before use. Provide extensions, protection, temporary power, lighting, ventilation, heating/cooling, communications, sanitation, and other temporary services required for safe and continuous performance.

## SECTION 01 60 00 - PRODUCT REQUIREMENTS

### 1.01 New Products

Provide new, current-production products unless specifically permitted otherwise. Products shall be compatible, code compliant, listed/labeled as required, serviceable by qualified independent elevator contractors, and furnished with required diagnostics, software, passwords, tools, manuals, and support rights.

### 1.02 BUILD AMERICA, BUY AMERICA — BUY AMERICA PREFERENCE

**Statutory and Regulatory Basis**

- The Build America, Buy America Act ("BABA") was enacted November 15, 2021 as part of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, Sections 70901 through 70952; see also 41 U.S.C. § 8301 note.
- Section 70914 of BABA establishes a domestic content procurement preference (the "Buy America Preference" or "BAP") requiring that all iron, steel, manufactured products, and construction materials incorporated into an infrastructure project receiving Federal financial assistance be produced in the United States.
- Office of Management and Budget implementing guidance is codified at 2 CFR Part 184.
- HUD program guidance is set forth in Notice PIH 2025-06, Build America, Buy America Implementation Guidance for the Public Housing Program, issued January 16, 2025, which supersedes Notice PIH 2024-01.
- Under Section 70912(7), "Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States, and includes buildings and real property under Section 70912(5)(K).
- In the event of conflict, the following order of precedence governs: the statute; 2 CFR Part 184; Notice PIH 2025-06 and any successor notice; this Article.

**Owner's Applicability Determination**

- The Contractor shall not rely on any assumption of applicability or non-applicability, but adhere to the BABA requirements outlined within as applicable for this project.

**Buy America Preference Requirement**

- Where Paragraph B establishes that the Buy America Preference applies, all of the following incorporated into the Work shall be produced in the United States, as those terms are defined at 2 CFR Part 184:
- Iron and steel products: all manufacturing processes, from initial melting through the application of coatings, shall occur in the United States.
- Manufactured products: the product shall be manufactured in the United States and shall meet the domestic content standard established at 2 CFR Part 184 for the cost of its components.
- Construction materials: all manufacturing processes for the material shall occur in the United States.
- The Contractor shall verify the current text of 2 CFR Part 184 and Notice PIH 2025-06 as of the bid date. Where the regulation or notice is amended before Final Acceptance, the amended requirement governs to the extent it applies to this award.
- Compliance with this Article does not relieve the Contractor of any requirement of Section 14 24 00, the referenced codes and standards, or any other provision of the Contract Documents. Where this Article and a product specification cannot both be satisfied, the Contractor shall notify the Owner in writing before bid rather than assume relief from either.

**Contractor Certification**

- Each bidder shall submit with its bid a completed and signed Supplemental Form 6, Build America, Buy America Domestic Content Certification. Failure to submit Form 6 may render the bid nonresponsive.
- The certification shall identify, by component, the manufacturer, the country of manufacture, the applicable BABA category, and the basis of compliance or the specific waiver relied upon.
- The certification is a continuing representation. The Contractor shall promptly notify the Owner in writing of any change in the information certified, at any time through Final Acceptance.

**Submittals and Documentation**

- BABA domestic content documentation shall accompany the product data and shop drawing submittals required under Section 01 33 00 for each item subject to the Buy America Preference. Submittals lacking this documentation will be returned without review, and any resulting delay is the Contractor's responsibility.
- Acceptable documentation includes manufacturer certifications of domestic production, mill certifications for iron and steel, and component cost breakdowns sufficient to demonstrate the applicable domestic content standard.
- Each Application for Payment submitted under Section 01 20 00 shall include current BABA documentation for all materials incorporated into the Work or stored. The Owner may withhold payment for any item for which required documentation has not been provided.

**Substitutions**

- No substitution shall be approved, before or after award, that would cause the Work to fail to comply with this Article, regardless of equivalence in performance, quality, delivery, or cost.
- Every substitution request shall include domestic content documentation sufficient to establish compliance, or shall expressly identify the waiver relied upon. Requests lacking this documentation will not be considered.

**Flow-Down to Subcontractors and Suppliers**

- The Contractor shall insert the substance of this Article into every subcontract and purchase order at every tier, and shall obtain and retain equivalent written certification from each subcontractor and supplier.
- The Contractor remains fully responsible to the Owner for the compliance of all subcontractors and suppliers at every tier. Noncompliance by a subcontractor or supplier is not an excuse, a basis for a change order, or grounds for an extension of the Contract Time.

**Records and Audit**

- The Contractor shall maintain complete BABA compliance records for the period stated in the Contract and shall make them available to the Owner, HUD, the HUD Office of Inspector General, and the Comptroller General upon request.
- Final compliance records, including all manufacturer certifications and the completed domestic content schedule, shall be delivered to the Owner as a closeout submittal under Section 01 70 00 in organized electronic format. Final payment will not be released until these records are received and accepted.

**I. Nonconformance and Remedies**

- Material that does not comply with this Article is nonconforming Work. At the Owner's election, the Contractor shall remove and replace it with compliant material at no increase in the Contract Sum and no extension of the Contract Time.
- The Owner may withhold payment, require corrective action, and pursue any remedy available under the Contract, the HUD General Contract Conditions, and applicable law.
- A false certification under Paragraph D may result in rejection of the bid, termination of the Contract, and referral to HUD and other authorities having jurisdiction.

**Project-Specific Waiver Requests**

- Only the Owner may request a waiver from HUD. The Contractor shall not represent to any party that a waiver applies unless the Owner has confirmed it in writing.
- A bidder that believes a compliant product is unavailable shall notify the Owner in writing no later than the substitution request deadline stated in the Instructions to Bidders, with supporting evidence of nonavailability.
- Under Section 70914(b), a waiver may be granted only where applying the preference would be inconsistent with the public interest, where the materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or where domestic materials would increase the cost of the overall project by more than twenty-five percent (25%).

- Bidders are advised that a project-specific waiver requires written determination by HUD, a public comment period of not less than fifteen (15) days, and review by the Office of Management and Budget's Made in America Office. Bidders shall not assume a waiver will be obtained or that the Contract Time will be extended to accommodate the waiver process.

**No Adjustment to Contract Sum or Contract Time**

- The Contractor shall include in the Total Bid all costs of compliance with this Article, including sourcing, documentation, certification, and recordkeeping.
- No claim for additional compensation or extension of the Contract Time will be allowed on the basis of domestic sourcing cost, lead time, or availability, except where the Owner directs a change in writing after award.

### 1.03 Substitutions

Post-award substitutions are permitted only for documented unavailability or other conditions beyond Contractor control and only by written approval. Contractor remains responsible for equivalency, compatibility, redesign, related work, schedule, testing, and all costs. Owner may reject substitutions that reduce performance, maintainability, lifecycle value, warranty, availability, or nonproprietary access.

### 1.04 Salvage and Disposal

Unless the Owner identifies an item for retention, remove replaced equipment from the site and lawfully recycle or dispose of it. Before disposal, offer potentially reusable major elevator components to the Owner. Provide disposal documentation for hydraulic oil, cylinders, drilling spoils, contaminated materials, batteries, lamps, electronics, and regulated waste.

## SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

### 1.01 Existing Conditions

Document preconstruction condition of access routes, machine rooms, pits, hoistways, elevator cabs, lobbies, finishes, and adjacent spaces with dated photographs. Report concealed or differing conditions before disturbance.

### 1.02 Cutting, Patching, and Restoration

Coordinate all openings, sleeves, supports, fire stopping, patching, painting, waterproofing, roofing, flooring, wall, ceiling, and finish restoration. Restore affected areas to match adjacent existing construction unless a new finish is specified.

### 1.03 Testing and Acceptance

- Complete contractor pretesting before requesting AHJ or Owner-witnessed testing.
- Provide required test weights, instruments, labor, utilities, documentation, and retesting.
- Demonstrate normal operation, fire service, emergency communications, leveling, doors, alarms, standby lighting, HVAC, interfaces, diagnostics, and other specified functions.
- Correct deficiencies and repeat testing at no additional cost.
- Jurisdictional approval or return to service alone does not constitute Substantial Completion, Final Acceptance, or start of warranty unless the Owner states otherwise in writing.

### 1.04 Substantial Completion

Submit a written request only after the elevator is safe and continuously usable, required approvals and tests are complete, Owner training is complete, emergency information and warranties are submitted, and closeout documentation is substantially complete. Include a Contractor-prepared punch list and proposed completion date for each item.

## 1.05 Final Completion and Final Acceptance

Final Acceptance requires complete correction of punch-list items, all testing and approvals, final cleaning and restoration, complete training, delivery and acceptance of closeout documents, lien/tax/payroll documentation, keys and tools, and written Owner acceptance. Final payment and warranty commencement are governed by the executed Contract.

## 1.06 Closeout Submittals

- Final approved shop drawings and as-built drawings, including machine-room and interface changes.
- Straight-line wiring diagrams, field wiring diagrams, controller parameters, software backups, passwords, access credentials, and diagnostic procedures/tools.
- Operations and maintenance manuals, parts catalogs, lubrication information, MCP and code-required records.
- Permits, inspection reports, test reports, certificates, operating permits, and AHJ approvals.
- Manufacturer and Contractor warranties registered in Owner's name.
- Training agenda, attendance record, and training materials.
- Subcontractor/supplier final list, final lien waivers, affidavits, tax forms, wage/HUD closeout records, and other payment prerequisites.
- Final schedule, service contacts, emergency dispatch information, spare parts, keys, special tools, and attic stock.
- Electronic indexed PDF set plus hard copies in the quantities required by Section 14 24 00.

## 1.07 Training

Provide hands-on training for Owner staff covering normal operation, shutdown and restart limits, fire service interfaces, emergency communications, alarm response, machine-room HVAC, maintenance responsibilities, diagnostic access, record locations, and service-call procedures. Record training if permitted by Owner.

## 1.08 Warranties and Maintenance

The modernization warranty is 24 months from written Final Acceptance unless a longer component warranty applies. Interim maintenance continues through Final Acceptance. Complete warranty maintenance is included for 12 months from written Final Acceptance.

# SUPPLEMENTAL PROCUREMENT FORMS

## 1. Addendum Acknowledgment

| Addendum | Date Received | Bidder Initials |
|---|---|---|
| No. ____ | | |
| No. ____ | | |
| No. ____ | | |
| No. ____ | | |

## 2. Non-Collusion Certification

The undersigned certifies that the bid is genuine and not made in the interest of or on behalf of an undisclosed person; that the bidder has not directly or indirectly induced or solicited another bidder to submit a false or sham bid or refrain from bidding; and that the bidder has not sought by collusion to obtain an advantage over another bidder or the Owner. This form should be reviewed and supplemented with any HRA- or HUD-required affidavit.

| Legal Name | Authorized Signature / Date |
|---|---|
| | |
| Printed Name / Title | |

## 3. Bidder Qualification Statement

| Information | Response |
|---|---|
| Comparable Project 1: owner, contact, building type, elevator type, scope, value, completion date | |
| Comparable Project 2 | |
| Comparable Project 3 | |
| Current projects and workload during proposed period | |
| Project manager / years of experience | |
| Lead mechanic / adjuster / years of experience | |
| Cylinder drilling firm and qualifications | |
| Safety record / EMR / OSHA citations disclosure | |
| Claims, defaults, terminations, litigation, or license actions in past five years | |
| Proprietary restrictions or third-party support dependencies | |