

Request for Proposals Snow Removal Services

The St. Cloud Housing and Redevelopment Authority is accepting proposals from qualified individuals or firms to provide snow removal services at HRA owned developments in St. Cloud (see attached property list). The scope of work includes providing labor and materials for sidewalk and Parking Lot snow removal for HRA owned and operated properties.

Some HRA properties have **smoke stations** that need to be cleared and should be included with your proposal under sidewalks.

Respondents agree that there will not be discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work and service performed under those terms of any contract ensuing from this RFP.

The St. Cloud HRA is an Equal Opportunity Employer.

The St. Cloud HRA is a Fair Housing Agency, and any contractor entering HRA property must comply with Fair Housing Laws.

Contractors will complete the Section 3 forms to show whether or not your business is a qualified Section 3 business.

Contractor will be required to provide documentation that the minimum HUD maintenance wages are being paid to employees.

The contractor shall be responsible for any damage caused by plowing to curbs, buildings, landscaping etc. Must report any damaged caused within 24 hours of incident to HRA. Damaged areas must be repaired in a timely manner.

Questions related to this proposal can be answered by Jason Neuerburg, **Maintenance Coordinator** at 218-721-2981. Or at JNeuerburg@stcloudhra.com

All proposals are due to the HRA office no later than 1:00 pm on September 13th, 2022.

MUST USE HRA PROPOSAL FORM.

August 11, 2022

HRA PROPERTIES LIST

Lot / Sidewalks

Lot only	Al Loehr Apartments	4055 12 th Street N.
Lot only	Creeks	721 - 757 S 33 rd Street
Lot only	Empire Apartments	54 N 4 th Ave
Lot only	Germain Towers	905 West St Germain
Lot only	Grace McDowell	1525 Northway Drive
Lot only	Riverside Apartments	101 SE Riverside Drive
Lot only	Swisshelm I	316 Laudenbach Court
Lot only	Swisshelm II	304 Laudenbach Court
Lot only	Wilson Apartments	41 NE 3 rd Ave
Lot only	Westwood I	770 Savanna Ave
Lot only	Westwood II	822 Savanna Ave
*Lot & Sidewalks	Brownstones	402 N 9 th Ave/403 N 8 th Ave
*Lot & Sidewalks	Cedar Ridge	3455 N 14 th Street
*Lot & Sidewalks	Eastwood Apts.	530 NE 3 rd Street
*Lot & Sidewalks	Flintwood	5702 Flintwood Drive
*Lot & Sidewalks	Northway B	2401 N 15 th Street
*Lot & Sidewalks	Quarry Ridge	2005 Quarry Road
*Lot & Sidewalks	HRA Office – 1225 West St. Germain Street	
Sidewalk	Vacant Lot	214 No 19 th Ave
Sidewalk	Vacant Lot	208 No 19 th Ave
Sidewalk	Vacant Lot	152 No 19 th Ave

HRA PROPOSAL FORM

	<u>Full Plow</u>	<u>Pass Thru</u>	<u>Sand/Salt</u>	<u>Sidewalks</u>
Al Loehr Apartments	_____	_____	_____	<u>N/A</u>
Creeks	_____	_____	_____	<u>N/A</u>
Empire Apartments	_____	_____	_____	<u>N/A</u>
Germain Towers	_____	_____	_____	<u>N/A</u>
Grace McDowell	_____	_____	_____	<u>N/A</u>
Riverside Apartments	_____	_____	_____	<u>N/A</u>
Swisshelm I	_____	_____	_____	<u>N/A</u>
Swisshelm II	_____	_____	_____	<u>N/A</u>
Wilson Apartments	_____	_____	_____	<u>N/A</u>
Westwood I	_____	_____	_____	<u>N/A</u>
Westwood II	_____	_____	_____	<u>N/A</u>
Brownstones	_____	_____	_____	_____
Cedar Ridge	_____	_____	_____	_____
Eastwood Apt	_____	_____	_____	_____
Flintwood	_____	_____	_____	_____
Northway B	_____	_____	_____	_____
Quarry Ridge	_____	_____	_____	_____
214 No 19 th Ave	_____	_____	_____	_____
208 No 19 th Ave	_____	_____	_____	_____
152 No 19 th Ave	_____	_____	_____	_____
HRA Office	_____	_____	_____	_____

Price per hour to haul/remove snow piles from any site \$ _____

*Price per hour to haul/remove snow piles from any site:

Truck \$ _____

Skid steer \$ _____

End Dump \$ _____

Vacant Site (Any) \$ _____

Salting Sidewalks \$ _____

Contractor: _____

Signature: _____ Date: _____

Phone: _____

HRA SNOW REMOVAL ORDER
Full Plowing
All Care Towing – 253-5203 (3333)
Jason Neuerburg – 218-721-2981
Start by 7:00 a.m.

HRA Office– 1225 West St. Germain Street ----- Lot and sidewalks

Germain Towers	905 West St Germain
Brownstone	402 N 9 th Ave/403 N 8 th Ave
Empire Apartments	54 N 4 th Ave
Riverside Apartments	101 SE Riverside Drive
Wilson Apartments	41 NE 3 rd Ave
Eastwood Apartments	530 NE 3 rd Street
Grace McDowell	1525 Northway Drive
Northway B	2401 N 15 th Street
Cedar Ridge	3455 N 14 th Street
Al Loehr Apartments**	4055 12 th Street N.
Westwood I	770 Savanna Ave
Westwood II	822 Savanna Ave
Flintwood	5702 Flintwood Drive
Creeks	721 - 757 South 33 rd Street
Quarry Ridge	2005 Quarry Road
Swisshelm I	316 Laudenbach Court
Swisshelm II	304 Laudenbach Court
Vacant Lot	214 No 19 th Ave
Vacant Lot	208 No 19 th Ave
Vacant Lot	152 No 19 th Ave

**** Al Loehr parking lot will need to be done at 2 separate times (west parking lot 1st time / east parking lot 2nd time)**

Snow Removal Contract

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 between the St. Cloud Housing and Redevelopment Authority and _____ ("Contractor") for snow removal of the properties listed below. The parties agree as follows:

Witnesseth:

- The Contract.** The Contract consists of this Agreement, the plans and specifications and all written modifications and change orders. The Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by written change orders as provided elsewhere in this contract.
- The Work.** The work shall consist of the following:
Snow Removal Service for the properties listed below. Work to include pass through plows of 2" or more and full parking lot plows after resident notification. Sidewalks to be cleared after every snow event.
- Contract Time.** The term of this agreement shall be from October 1st, 2022 to September 30, 2024. If agreeable to both the HRA and the contractor, this agreement may, at the end of the initial period, be extended for an additional two-years.
- Contract Price.** HRA agrees to pay the Contractor for the performance of the Work, subject to additions and deductions by written change orders as provided for elsewhere in this contract, the sum of

<u>Property</u>	<u>Full Plow</u>	<u>Pass Thru</u>	<u>Sand/Salt</u>	<u>Sidewalks</u>
Al Loehr Apartments	_____	_____	_____	N/A
Creeks	_____	_____	_____	N/A
Empire Apartments	_____	_____	_____	N/A
Germain Towers	_____	_____	_____	N/A
Grace McDowell	_____	_____	_____	N/A
Riverside Apartments	_____	_____	_____	N/A
Swisshelm I	_____	_____	_____	N/A
Swisshelm II	_____	_____	_____	N/A
Wilson Apartments	_____	_____	_____	N/A
Westwood I	_____	_____	_____	N/A
Westwood II	_____	_____	_____	N/A
Brownstones	_____	_____	_____	_____
Cedar Ridge	_____	_____	_____	_____
Eastwood Apt	_____	_____	_____	_____
Flintwood	_____	_____	_____	_____
Northway B	_____	_____	_____	_____
Quarry Ridge	_____	_____	_____	_____
214 No 19th Ave	_____	_____	_____	_____
208 No 19th Ave	_____	_____	_____	_____
152 No 19th Ave	_____	_____	_____	_____

HRA Office _____

Price per hour to haul/remove snow piles from any site \$ _____

*Price per hour to haul/remove snow piles from any site:

Truck \$

Skidsteer \$

End Dump

Vacant Site (Any) \$

Salting Sidewalks \$

5. **Payment.** HRA shall make payments to the Contract as follows:

- (a) Progress payments shall be made monthly for the previous months work completed. Payments will be made within thirty (30) days after receipt and approval by the HRA of each invoice. Contractor shall provide with each invoice supporting documentation satisfactory to the HRA that the labor and materials invoiced for have been incorporated into the project.
- (b) Submit Payroll reports with each invoice to allow the HRA to check for compliant prevailing wages from the HUD approved maintenance determination for our area.
- (c) **Include documentation on the invoice to break down price per development and indicate that the HRA local maintenance wage rates have been paid. See attachment "A" for local maintenance wage rate. New wage rate will be issued January 1st, 2024.**
- (d) Final payment shall be made to Contractor upon contractor's completion of the Work and its acceptance by HRA;

6. **Contractor's Obligations.** Contractor shall supervise and direct the work. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. Unless otherwise specifically noted, contractor shall provide and pay for all labors, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work. Contractor shall take all steps reasonably necessary to ensure the safety of persons and property in connection with the performance of the work. Contractor shall secure all permits, fees, and licenses necessary for the execution of the work. Contractor will keep the property free from unreasonable accumulation of waste materials or rubbish caused by its operation. At the completion of the work, the contractor will remove all of its waste materials and rubbish from the project as well as its tools, construction equipment, machinery, and surplus materials and leave the work area "broom clean".
7. The contractor shall be responsible for any damage caused by plowing to curbs, buildings, landscaping etc. Must report any damaged caused within **24 hours** of incident to HRA. Damaged areas must be repaired in a timely manner.

Some HRA properties have some **smoke stations** that will be included with your proposal under sidewalks.

8. **Compliance with Laws.** Contractor will comply with all applicable federal and state laws, codes, regulations, municipal ordinances, and regulations, and will pay all costs, expenses, fees, and taxes connected with such compliance, including sales and use taxes, and will also pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and will furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all the foregoing, and will hold the HRA harmless from any and all losses or damage occasioned by the failure of the contractor to comply with the terms of this paragraph.

In particular, and without limiting the foregoing, the Contractor shall comply with:

- (a) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. ss 701, et. seq., and the regulations contained in 31 C.F.R., part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, shall review, and if necessary, modify their programs and activities so that discrimination based on handicap is eliminated";
- (b) All federal, state and local affirmative action and equal employment opportunity laws;
- (c) The Minnesota State Human Rights Act (Minnesota Statute, Chapter 363);
- (d) The Americans with Disabilities Act of 1990, 42 U.S.C. ss 12101 through 12213, as applicable;
- (e) All applicable federal and state labor standards law, including but not limited to labor standards and prevailing wage rates mandated by the "Davis-Bacon" Act and related acts.

9. **Contractor's Insurance and Bonds.** Contractor shall purchase and maintain at all times, during the performance of the work, and for one (1) year thereafter, the following insurance:

- (a) Comprehensive General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit (CSL), with coverage pertaining to operation and premises of Contractor.
- (b) Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- (c) Professional Liability Insurance (when required) in the minimum amount of \$1,000,000 combined single limit (CSL).
- (d) Excess Umbrella Liability Policy in the amount of \$1,000,000 will be additionally required if any of the above policies have lower limits than stated.
- (e) Worker's Compensation Insurance per Minnesota Statutes.

- (f) Prior to the effective date of this contract, and as a condition precedent to this Contract, the Contractor will furnish the St. Cloud HRA with certificates of insurance listing HRA as an "Additional Named Insured".
- (g) The following words must be on the certificate: "Thirty (30) days advance written notice of changes or cancellation of coverage will be given to the certificate holder." Any additional words such as "will endeavor to" or "failure to do so will impose no obligation," must be crossed off the certificate.

In addition, if required by the HRA, the Contractor shall furnish payment and performance bonds in the amount of the Contract Price, from sureties acceptable to the HRA.

10. **Changes in the Work.** All changes in the work shall be authorized only by written change orders signed by the St. Cloud HRA and the Contractor commencement of the work identified on the change order, and containing appropriate adjustments in payment and time.
11. **Warranty.** Contractor warrants and guarantees that all work shall be of good quality, free from faults and defects and in strict conformance with the requirements of this Contract. HRA shall have the right to inspect the Contractor's work and to reject any portion thereof not in accordance with the requirements of the Contract. The Contractor, at its sole expense, shall promptly replace rejected portions of the Contractor's work in a manner satisfactory to the HRA. Further, upon receipt of a written notice from the HRA, the Contractor shall promptly repair and make good in accordance with the Contract any defect that may appear in the Contractor's work within one (1) year after final completion of the Project or within such longer period as may be required by the parties or by statute. The one-year period shall begin anew with respect to any defect so repaired beginnings at the time of completion of such repair. The Contractor, at its sole expense, shall also repair or replace any adjacent work or materials disturbed or damaged during or as a result of such corrective work. The obligation to repair defects in the Contractor's work as described herein shall not limit the obligations of the Contractor or the rights of the HRA under the Contract and applicable law.
12. **Contractor's Default.** If, in the HRA's judgment, the Contractor defaults or neglects to carry out the work in accordance with this Contract or fails to perform any provision of this Contract, the HRA, after seven (7) days written notice to the Contractor and without prejudice to any other remedy, may make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor, or, at the HRA's option, terminate the Contractor after payment for all work performed up to the date of termination.
13. **Termination of Convenience.** HRA has the right to terminate this Contract for convenience, and without cause, upon seven (7) days written notice to the Contractor. Upon termination, the HRA's sole obligation shall be to pay the Contractor for work performed and reasonable expenses incurred up to the date of termination.
14. **Indemnity.** Contractor agrees to assume entire responsibility and liability to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work. Further, the Contractor to the fullest extent permitted by law, agree to defend, indemnify and

save harmless the HRA, its agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the HRA maybe or may be claimed to be able, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The Contractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will as insure the provisions of this paragraph.

15. **Dispute Resolution and Choice of Law.** Any controversy of claim arising out of or relating to this Contract or the breach thereof shall be settled by mediation, and then arbitration, each in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Contract shall be governed in accordance with the laws of the state of Minnesota.
16. **Independent Contractor.** Contractor is an independent contractor and nothing contained in the Contract is intended or shall be construed as creating an employee, copartner or joint venture relationship with the HRA, or any of their department or agencies. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or other benefits available to the HRA or to employees shall accrue to the Contractor or employees of the Contractor performing work pursuant to the Contract.
17. **Data Practices.** All data collected, created, received, maintained or disseminated for any purposes by the activities of the Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.
18. **Subcontracting and Assignment.** Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the HRA and subject to Davis Bacon, prevailing wages and such conditions and provisions as the HRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.
19. **Nondiscrimination.** During the performance of this Agreement, Contractor agrees to the following: No persons shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.
20. **Lien Free Project.** Contractor shall ensure that the project remains free and clear of all claims, encumbrances and liens for labor, services and materials. If the Contractor fails to pay for any labor, services or materials purchased for or used in the work, the HRA may, at its sole option, pay such claims and deduct the amount paid from any amount otherwise owing Contractor. In the event any suit is filed against the HRA asserting a claim or lien for labor, services or materials purchased for or used in the work, the Contractor, at its own sole cost and expense, including attorneys fees will defend such suit and pay any judgment rendered therein.

21. **Successors and Assigns.** Contractor will not assign all or part of this Contract without the express written consent of the HRA. This Contract is for the benefit of, and also binds, Contractors' and HRA's respective successors and assigns.

22. **Contractor responsible for § 135.38 Section 3 clause.** This is a Section 3 contract.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended. 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-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implemented section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian

housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 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).

23. **Miscellaneous.**

- A. St. Cloud HRA shall not be responsible for delays in performance due to acts of God, Force Majeure, war, government interference or other causes beyond its reasonable control.
- B. A waiver of any breach of this Contract is not a waiver of any continuing or subsequent breach. A waiver must be written and signed by the party against whom enforcement of the waiver is sought.
- C. If any provision of this Contract, in whole or in part, is illegal or unenforceable, it will be severed and the balance of the Contract enforced.
- D. The remedies in this Contract are exclusive, and all other remedies, warranties, conditions or other obligations (whether implied by law, fact, custom, trade or course of dealing) are expressly excluded.
- E. The St. Cloud HRA, at its option, may retain service for an additional 2 years. The scope of work and costs for such services will be defined and negotiated in the fall of the second year.

24. **Attachments.** All attachments are to be considered a part of the contract.

IN WITNESS THEREOF, the parties hereto set their hands the day and year first written above.

St. Cloud HRA

By: _____

By: _____

Its: Executive Director

Its: _____

Dated: _____

Dated: _____

ATTACHMENT A

LOCAL MAINTENANCE WAGE RATE

SAMPLE

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
Agency Name: St Cloud HRA 1225 West St Germain St St Cloud MN 56301	LR 2000 Agency ID No: MN038A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: January 1, 2022	Expiration Date: December 31, 2023
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>		
Loretta Szweduk /s/, CIRS HUD Labor Relations (Name, Title, Signature)		11-30-21 Date
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
CONTRACTED ROUTINE MAINTENANCE		
Electrician	\$32.21	\$20.78
Plumber	\$38.99	\$25.37
Carpenter	\$22.96	\$ 3.23
Groundskeeper/Laborer	\$16.50	\$ 0.97
Painter	\$24.25	\$ 2.80
Caretaker	\$12.64	\$.01
Maintenance Technician	\$20.79	\$ 1.03
Flooring Installer	\$19.50	n/a
Cleaner	\$15.16	n/a
Elevator Technician	\$42.96	\$27.19
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> <div style="border: 1px solid black; width: 100px; height: 15px; margin: 0 auto;"></div> LR Staff Initial
		FOR HUD USE ONLY LR2000: Log in: Log out:

ATTACHMENT B

SOLE PROPRIETOR

(If Applicable)

I am a Sole Proprietor. Therefore, I will be the only person providing labor and/or services to Public Housing units owned and operated by the St. Cloud HRA.

The Public Housing units consist of the following properties:

- Empire Apartments
- Wilson Apartments
- Cedar Ridge Townhomes
- Flintwood Townhomes
- Quarry Ridge Townhomes
- All single family homes

By: _____

Its: _____

Dated: _____

ATTACHMENT C

Form HUD 5370 C

SAMPLE

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees 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:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

(ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **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 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

(c) Withholding for unpaid wages and liquidated damages.

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

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

ATTACHMENT D

Responsible Contractor

SAMPLE

RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

St. Cloud Housing and Redevelopment Authority

The purpose of this document is to certify contractor compliance with Minnesota Statutes, Section 16C.285, subdivision 3. Covered contractors must sign the certification below and if subcontractors will be used under the contract, must comply with subdivision 7 requirements as to subcontractors.

Responsible Contractor, Minimum Criteria. "Responsible Contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the minimum criteria set forth below. Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

1. The Contractor:

- i. is in compliance with workers' compensation and unemployment insurance requirements;
- ii. is in compliance with the Department of Revenue and the Department of Employment and Economic Development registration requirements if it has employees;
- iii. has a valid federal tax identification number or a valid Social Security number if an individual; and
- iv. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

2. The contractor or related entity is in compliance with and, during the three-year period before submitting verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, section 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- i. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
- ii. has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. has been determined to have violated Minn. Stat. §§ 181.03 (prohibited wage practices and retaliation), 181.101 (payment of wages) or 609.52, subd. 2 (19) (criminal wage theft)
- vii. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; and*
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor.

*Any violations, suspensions, revocations, or sanctions, as defined in clauses 2 to 5 occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

Certification

By signing this document, I am certifying that I am an owner or officer of the contractor and am verifying under oath that:

1. **Contractor is in compliance with Minnesota Statutes, Section 16C.285,**
2. **That contractor has in place, and will continue maintain, records required to be kept by an employer and those records will either be kept at the place where employees are working or kept in a manner that allows the employer to comply with the commissioner's demand within 72 hours (section 177.30)**
3. **Contractor has carefully reviewed the 2019 revisions to Chapter 181 (employee wage protections) including section 181.101 (wages—how often paid) and section 16C.285 subdivision 3 (responsible contractor), section 177.30 (maintenance of records) and is in full compliance with the amended statutes**
4. **I have included Attachment A-1, and**
5. **if contractor is awarded a contract, I or another owner or officer will also submit a HRA subcontractor compliance form prior to execution of the contract (applicable to prime contractors only). If subcontractors are subsequently added to the project Contractor must file a supplemental subcontractor compliance form.**

Contractor Company Name

Date

Authorized Signature of Owner or Officer

Printed Name

Title

ATTACHMENT A-1:FIRST-TIER SUBCONTRACTOR LIST
(Initial List)

SUBMIT WITH CONTRACTOR SOLICITATION RESPONSE

Minnesota Statutes, Section 16C.285, subdivision 5. A prime contractor or subcontractor shall include in its verification of compliance . . . a list of all of its first-tier subcontractors that it intends to retain for work on the project.

NAMES OF FIRST TIER SUBCONTRACTORS (Legal name of company as registered with the Secretary of State)	Company Address	Work To Be Performed

Section 3 Business Self-Certification Form

Business Name: _____

Contact Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Does your business qualify as a Section 3 Business based on the definition in 24 CFR Part 75.5?

_____ YES _____ NO

If YES, check the box below under which subcategory you qualify:

A Business Concern meeting at least one of the following criteria, documented within the last six-month period:

1. _____ It is at least 51 percent owned and controlled by low- or very low-income persons (see the annual limit established by HUD)
2. _____ Over 75 percent of the labor hours performed for the business over the prior 3 month period are performed by Section 3 Workers (See 24 CFR Part 75.5 and 75.11 for definition of a Section 3 Worker)
3. _____ It is a business at least 51 percent or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If awarded the contract, the contractor will be responsible for providing documentation of their Section 3 status. Documentation can include, but is not limited to:

1. Proof of business ownership.
2. Three months of payroll review to establish the 75 percent rule.
3. Lease or proof of residency in public housing or Section 8-assisted housing.

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

Signature

Date

Section 3 Worker:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (*2022 limit \$49,500.00*)

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Targeted Section 3 Worker:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.