

Attachment A

PRICE

Price (Attachment A) is to be completed and included in RFP Response Proposal submission.

Having carefully examined the Equipment, Conditions of the Contract, Intent of Contract & Specifications, and St. Cloud HRA Full Maintenance Specifications and all conditions affecting the work, the undersigned agrees to furnish all labor, material, equipment, and services necessary for the proper completion of the work indicated in the specifications for the following price (see equipment inventory on page 26 of the RFP for more details):

FULL MAINTENANCE SERVICE

Provide complete maintenance for the following Elevators:

Al Loehr Apts. 4055 12 th St N	1 Elevator Per Month \$ _____
Empire Apts. 54 4 th Ave N, St .Cloud, MN	2 Elevators Per Month \$ _____
Germain Towers 905 W St Germain St, St. Cloud, MN	2 Elevators Per Month \$ _____
Grace McDowall 1525 Northway Dr, St. Cloud, MN	2 Elevators Per Month \$ _____
Riverside Apts. 101 Riverside Dr SE, S.t Cloud, MN	1 Elevator Per Month \$ _____
St Cloud HRA Office 1225 West St. Germain St., St. Cloud, MN	1 Elevator Per Month \$ _____
Wilson Apts. 41 3 rd Ave NE, St. Cloud, MN	2 Elevators Per Month \$ _____
Total:	Per Month \$ _____

There will be no prepayment of services. The invoice shall not be due until after the monthly services are provided.

Attachment B

PRICE ADJUSTMENT

Price Adjustment (Attachment B) is to be completed and included in RFP Response Proposal submission.

The contract price shall be subject to review and adjustments after the first two-year interval and yearly thereafter. Eighty percent (80%) of the contract price shall be adjusted to reflect any increase or decrease in labor cost based on the straight time rate of elevator mechanics in the area wherein the equipment covered by this contract is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase or decrease in the material cost based on the producer price index for metal products as published by the U. S. Department of Labor, Bureau of Statistics. Price escalations shall be limited to a maximum of seven percent (7%) after the first year and seven percent (7%) in any one (1) year subsequent period. Base rates for the above contract price are:

Labor Rate Including:

Fringe Benefits Applicable: Rate _____ /hour Date _____

Producer Price Index: Rate _____ Date _____

If work in accordance with the Maintenance Specifications is requested by the Owner to be completed on overtime, the Owner will pay only the difference between normal and overtime labor (premium portion) at the hourly rates indicated hereafter:

	<u>Team</u>	<u>Mechanic</u>	<u>Helper</u>
Bonus Time Rate:	_____	_____	_____
Double Time:	_____	_____	_____
Holiday:	_____	_____	_____

If work is required outside the scope of this agreement, the Owner will pay for labor at the hourly rates indicated hereafter:

	<u>Team</u>	<u>Mechanic</u>	<u>Helper</u>
Straight Time:	_____	_____	_____
Time and Seven / tenths (Add)	_____	_____	_____
Double Time:	_____	_____	_____
Holiday:	_____	_____	_____

Attachment B

In addition, should parts or materials be needed for work outside the scope of this contract, these shall be billed by the Contractor at a maximum of cost-plus twenty percent (20 %). Shipping and or handling associated with parts and materials shall be billed at cost with zero (0%) mark-up. Owner has the right to verify cost through proper documentation by Contractor.

The Owner has latitude to delete elevators / escalators and add elevators / escalators when appropriate. This includes any impending modernization or alteration. The specific cost of credits or additions will be negotiated and supported by documentation from the contractor.

The Owner has the right to cancel this contract for due cause or lack of compliance with the service specifications and give a 30-day written notice.

In the event that the contracted vendor should be purchased during the term of this agreement, the Owner reserves the right to terminate the contract with a 60-day written notice.

Attachment C

SIGNATURE OF PROPOSAL

Signature of Proposal (Attachment C) is to be signed and included in RFP Response Proposal submission.

Having carefully examined the Equipment, Conditions of the Contract, Intent of Contract & Specifications, and St. Cloud HRA Full Maintenance Specifications, all Contractor Requirements and Conditions as reference in this RFP and all conditions affecting the work, the undersigned agrees to furnish all labor, material, equipment, and services necessary for the proper completion of the work indicated in the specifications by submitting the following proposal.

This proposal is hereby approved and submitted by:

ELEVATOR CONTRACTOR:

Company Name

Signature

Printed Name

Title

Date

Vertical Transportation Preventive Maintenance Contract

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 between the St. Cloud Housing and Redevelopment Authority (HRA) and _____ (“Contractor”) for Vertical Transportation Preventive Maintenance of the properties owned & managed by the St. Cloud HRA. The parties agree as follows:

- A. The HRA currently owns and provides for the maintenance of Public Housing Sites and other owned properties (See Exhibit A).
- B. The HRA wishes to engage contractor as an independent contractor to provide vertical transportation preventative maintenance for Public Housing Sites and other owned properties.
- C. Contractor wishes to perform services for the HRA under the terms and conditions set forth in this Agreement.

Therefore, in consideration for the promises and compensation contained in this Agreement, CONTRACTOR and the HRA hereby agree as follows:

1. **Relationship.** Contractor acknowledges that they are and will be an independent contractor, not an employee, of the HRA, and their relationship with the HRA is governed by the terms and conditions set forth in this Agreement. CONTRACTOR expressly acknowledges that they will be an independent contractor, and not the HRA’s employee or agent, for all purposes, including, but not limited to, all federal, state and local taxes, social security and other payroll withholding, income taxes, workers’ compensation and unemployment insurance, and employee benefit plans. None of the benefits provided by the HRA to its employees, including health insurance, life insurance, workers’ compensation insurance and employment compensation insurance are available from the HRA to CONTRACTOR.
2. **Term.** The term of this agreement shall be from January 1st, 2024 to December 31, 2025. 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. Fees will be adjusted biennial as may be agreed to between the HRA and CONTRACTOR. Either party may, at any time, terminate this contract by providing thirty (30) days written notice to the other party. The HRA may also terminate CONTRACTOR for cause if (i) at any time prior to the expiration of the then-current term, CONTRACTOR is in default with respect to any other provision of this Agreement and such failure or default continues unremedied for at least fifteen (15) days

after receipt of written notice; or (ii) there is any change in control of CONTRACTOR. For purposes of this paragraph, a change of control means that there is a change in the ownership or control of CONTRACTOR ownership, or there is a contract or option to sell ownership of CONTRACTOR.

3. **Duties.** The parties intend that an independent contractor relationship will be created by this Agreement. The HRA is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. In the performance of these duties, Contractor shall comply with all applicable federal, state, and local laws.

a. **Drug-Free Workplace.** CONTRACTOR agrees to provide a drug-free workplace for employees. A police background check shall be conducted for all CONTRACTOR employees providing services under this Agreement.

Purchasing and Contracting. CONTRACTOR is not authorized to complete any purchasing or contracting on behalf of the HRA.

b. **Security.** CONTRACTOR shall perform contracted responsibilities in such a way as to maximize the safety and security of the residents of Public Housing Sites and other owned properties and to minimize crime.

c. **Personnel.** CONTRACTOR shall have the sole responsibility for all hiring and firing of CONTRACTOR employees. CONTRACTOR shall have the option of employing current employees assigned to a development or recruiting new employees. It will be the sole responsibility of CONTRACTOR to provide for payments of all wages, benefits, and payroll taxes for all employees of the development.

d. **Insurance, Bonding, and Hold Harmless Agreement.** For general liability coverage, CONTRACTOR shall provide the HRA with a certificate of insurance that names the HRA as an additional insured. The general liability coverage naming the HRA as an additional insured shall be in the amount of one million (\$1,000,000) or more. CONTRACTOR agrees that it will hold the HRA harmless for any acts of negligence on behalf of its staff, agents, and employees, and from any and all claims or liability for any injury or damage to any person or party occurring in, on, or about the premises, or any part thereof, resulting from the negligence of CONTRACTOR, its employees, agents, or personnel. CONTRACTOR will provide owned and non-owned automobile liability insurance and workmen's compensation insurance meeting the State of Minnesota's statutory limit. All of the above shall be provided for the full term of the Agreement.

f. **Reports and Invoices.** CONTRACTOR shall provide monthly invoice with wage rate information noted on invoice.

CONTRACTOR will be responsible for all means and tools used to perform the work. CONTRACTOR will use and provide their own tools and service vehicles, and the insurance carried on that vehicle shall be the sole responsibility of CONTRACTOR. CONTRACTOR understands and agrees that they shall comply with all laws and ethical standards applicable to the work that they are to perform. The parties agree that the HRA may or may not use CONTRACTOR exclusively and that CONTRACTOR, subject to their commitments under this Agreement, is free to perform other services or to work for other parties in addition to the HRA. CONTRACTOR understands that they have no authority whatsoever to accept or decline any contract or agreement on behalf of the HRA.

- 4. Compensation.** The HRA shall pay to CONTRACTOR, and CONTRACTOR shall accept as full payment for their services hereunder, compensation at the rates listed on their Bid Form.

CONTRACTOR understands and agrees that all services requested by the HRA are on an as-needed basis and that there is no guarantee of the level of effort that may be requested by the HRA. CONTRACTOR understands and agrees that there is no guarantee of a certain dollar amount of work that may be requested by the HRA.

- 5. Rules, Regulations, and Licensing Requirements.** CONTRACTOR and its staff must possess all required occupational licenses. In addition, CONTRACTOR shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules, and regulations that may in any way affect the service.
- 6. Assignment.** CONTRACTOR shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any or all of its rights, title, or interest therein, or its power to execute such Agreement, to any person, company, or corporation without the prior written consent of the HRA.
- 7. Equal Opportunity Employment.** There shall be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work and services performed under the terms of this Agreement.
- 8. Personnel.** CONTRACTOR guarantees that their personnel shall be available to perform the services described in this Agreement, barring illness, accident, or other unforeseeable events of a similar nature. In the event of illness, accident, or other unforeseeable events of a similar nature, CONTRACTOR shall provide a qualified replacement.
- 9. Entire Agreement/Modification.** This Agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. No waiver or modification of this Agreement or of any covenant, condition, or limitation contained herein shall be valid unless in writing and duly executed by both parties.

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

- 10. Indemnification.** In the event either party shall breach the terms and conditions of this Agreement, the breaching party shall indemnify and hold the other party harmless from all damages, losses, or injuries resulting therefrom, including the other party's reasonable attorneys' fees, whether incurred in connection with original or appellate legal proceeding, or otherwise, to enforce this Agreement or any right or duty arising hereunder.
- 11. Waiver.** The failure of any party to enforce any of their rights hereunder shall not waive or otherwise limit that party's right to enforce the rights at a future time.
- 12. Headings.** All headings used in this Agreement are for convenience only and are not to be used in construing or interpreting the Agreement. As used herein, the masculine shall include the feminine and the feminine shall include the masculine.
- 13. 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.

14. Contractor responsible for 24 CFR part 75; Section 3 clause. This is a section 3 covered contract.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing or residence for housing or residents of the community in which the Federal assistance is spent.

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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04

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

E. 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.

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. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance

and Self-Determination Act (25 U.S.C 4111(k) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

15. Responsible Contractor Requirement. The work to be performed under this contract is subject to the requirements of Minnesota Statutes 16C.285 Subd. 3. At the time that proposed contractor responds to a request for proposal or solicitation of bids, proposer must submit to the HRA a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7) (affidavit of subcontractor compliance). The required form is attached as an Exhibit. In the event that contractor utilizes a subcontractor, the contractor must complete a subcontractor compliance form in compliance with clause 7 of the verification of compliance (See Exhibit D).

16. RFP. The St. Cloud HRA Full Maintenance Contract RFP pages 2 to 26 are made part of this contract.

17. Attachments. The following noted documents are made part of this contract.

- A. Attachment A - Price
- B. Attachment B - Price Adjustment
- C. Attachment C - Signature of Proposal

18. Exhibits. The following noted documents are placed under each of the noted exhibits and are a part of this contract.

- A. Exhibit A: List of Properties
- B. Exhibit B: form HUD-5370-C, General Condition for Non-Construction Contract, Section II - (With Maintenance Work) and Labor Relations Letter LR 2004-01
- C. Exhibit C: Responsible Contractor Verification of Compliance
- D. Exhibit D: HUD Form 50071 (Certification of Payments to Influence Federal Transactions)
- E. Exhibit E: Disclosure of Lobbying Activities
- F. Exhibit F: Section 3

The documents listed above (as described in 16., 17. & 18. above) are incorporated into this contract. Provided however, in the case of inconsistencies between this document and the incorporated documents; this document prevails.

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

St. Cloud HRA

By: _____

Printed Name: Louise Reis

Its: Executive Director

Dated: _____

By: _____

Printed Name: _____

Its: _____

Dated: _____

SAMPLE

EXHIBIT A

HRA Public Housing Properties

Al Loehr Apartments
4055 12th St. N., St. Cloud, Minnesota

Empire Apartments
54 4th Avenue N., St. Cloud, Minnesota

Germain Towers
905 W. St. Germain, St. Cloud, Minnesota

Grace McDowall Apartments
1525 Northway Drive, St. Cloud, Minnesota

Riverside Apartments
101 Riverside Drive SE, St. Cloud, Minnesota

Wilson Apartments
41 NE 3rd Avenue, St. Cloud, Minnesota

HRA Office Building
1225 West Saint Germain St. St. Cloud, Minnesota

SAMPLE

EXHIBIT B

**Form HUD 5370-C (1/2014), General Condition for Non-Construction Contracts, Section—II
(With Maintenance Work) and Labor Relations Letter LR 2004-01**

SAMPLE

EXHIBIT C

Responsible Contractor Verification of Compliance

SAMPLE

EXHIBIT D

HUD Form 50071 (Certification of Payments to Influence Federal Transactions)

SAMPLE

EXHIBIT E

Disclosure of Lobbying Activities

SAMPLE

EXHIBIT F

Section 3

SAMPLE