

Lawn Service Contract

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 between the St. Cloud Housing and Redevelopment Authority (HRA) and _____ ("Contractor") for lawn care of the properties owned & managed by the St. Cloud HRA that are listed below. The parties agree as follows:

Witnesseth:

1. **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.
2. **The Work.** The work shall consist of the following:
Lawn care for HRA owned properties as specified in the Request for Proposal Lawn Maintenance Services dated February 6, 2020. See Attachment C – Scope of Proposal.
3. **Contract Time.** The term of this agreement shall be from spring of 2024 and be completed in the fall of 2025. Work is to be completed between the hours of 8 a.m. to 8 p.m. 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.
4. **Contract Price.**

(a) The St. Cloud HRA agrees to pay the Contractor the lump sum for the performance of the work, in six equal payments made monthly, from May – October. subject to additions and deductions by written change orders as provided for elsewhere in this contract, the amount specified in the bid for the entire season.

<u>Building</u>	<u>Season Total</u>
- (b) HRA may add individual rental homes, when vacated by HRA's resident. The price for such additions will be determined in advance by selected contractor's bid price for vacant city lots.
5. **Payment.** HRA shall make payments to the Contractor 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 when requested 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 project and indicate that the HRA local maintenance wage rates have been paid. See attachment "A" for local maintenance wage rate.
- (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 lawn care & must report any damaged caused within 24 hours of incident to HRA. Damaged areas must be repaired in a timely manner. Contractor is responsible to reimburse HRA for fines levied by the city for long grass because the contractor failed to mow the grass on a timely basis.

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 as required by Minnesota law.
 - (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 works 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 beginning 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, agrees 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 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 24 CFR part 75; 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, 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 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. 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.

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 year. The scope of work and costs for such services will be defined and negotiated at the fall of each 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: _____

Its: Executive Director

Dated: _____

Contractor

By: _____

Its: _____

Dated: _____

SAMPLE

ATTACHMENT A

Local Maintenance Wage Rate

SAMPLE

**HUD-52158
Maintenance Wage Rate Determination**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

Agency Name: St Cloud HRA 1225 W Germain St Cloud MN 56301	DBLS Agency ID No: MN038	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: January 1, 2024	Expiration Date: December 31, 2025

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 (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

LORETTA SZWEDUIK
Digitally signed by: LORETTA SZWEDUIK
 DN: CN = LORETTA SZWEDUIK C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Administration
 Date: 2023.12.05 08:59:43 -0500

DBLS Staff Signature
 Loretta Szweduik, Sr Labor Standards Specialist

Name and Title

December 5, 2023

Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
CONTRACTED ROUTINE MAINTENANCE		
Caretaker	\$14.00	n/a
Carpenter	\$24.84	\$ 2.75
Cleaner	\$18.60	\$.53
Electrician	\$42.01	\$24.05
Elevator Technician	\$57.49	\$42.93
Flooring Installer	\$28.00	\$ 5.31
Groundskeeper/Laborer	\$18.00	\$ 3.65
Maintenance Technician	\$24.00	\$ 5.51
Painter	\$25.00	\$.51
Plumber	\$40.20	\$36.88

ATTACHMENT B

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) A 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.

(i)

(iii)

- (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 C

Scope of Proposal

SAMPLE

Scope of Proposal

The proposer shall be held to have examined the premises and site and specifications and to have satisfied themselves as to the condition of the premises, obstructions, the actual levels and other factors necessary for carrying out the work before the delivery of their proposal. The proposers shall also acquaint themselves with the character and extent of the Owner's operations in the area of the work, so that they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph or by reason of error or oversight on the part of the proposer or on account of interference by the Owner's or other Contractor's activities. It shall be expressly understood that the Owner's operations will take precedence over any other activity

Workmanship

Performance will be evaluated based upon the expectation of a neat, professional looking appearance of the grounds.

Where, not more specifically described in any of the various sections of these specifications, workmanship shall conform to all the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items required for completion of the services. Personnel skilled in their respective lines of work shall execute all work.

The Owner may request a meeting with the Contractor at any time for the purpose of evaluating the Contractor's performance. Items not completed to the satisfaction of the Owner will be corrected by the Contractor within a mutually agreed upon timeframe. Failure by the Contractor to remedy concerns of the Owner may result in the termination of this contract.

Mowing Services

Mowing shall be done at a minimum of weekly for the regular mowing season.

Mowing services shall be performed at times mutually agreed upon between Owner and Contractor. Contractor shall be responsible for complying with all local ordinances. Working times **cannot start before 8 am or work after 8 pm**. Contractor assumes all liability for complying with local ordinances. Any changes to be established schedule must have prior approval of the Owner and scheduled at the least disruptive time possible. All mowing shall be performed on same day at each site.

The contractor agrees that once mowing has begun on any date, mowing will be completed within twenty-four (24) hours, unless unusual weather prevents compliance.

All litter such as paper, cans, bottles, branches, etc., must be picked up and disposed of prior to mowing.

Mowing frequency shall be such that the grass cutting or clippings are not sufficient quantity to detract from the overall site appearance. If the time between cuttings must be extended for any reason, thereby causing an excessive amount of clippings on the lawn, the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the Owner.

Mowing shall be coordinated to prevent the depositing of mowing debris into planters, flowerbeds or landscaping around the buildings. Any clippings or debris blown into these areas shall be removed immediately.

All non-turf areas such as sidewalks, patios, entrances, planters, etc., shall be free of clippings and cutting debris by means of blowers, sweepers or other equipment.

Trimming

Trimming shall be done simultaneously with the mowing operation. Trimming (including ditches) is to be completed each time a site is mowed.

Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, ditches, back stops, play areas, playground equipment, under fixed bleachers, next to buildings where established plantings are not present and around all other obstacles to provide a neat and even appearance to the entire site.

Care shall be used when trimming around trees and wooden posts to prevent damage to these items.

NOTE: Creeks development, trimming of the growth from edge of lawn to city road (ditch area) and area behind units 7 thru 12 shall be done one time per month to cut down all growth.

Shrub and Tree Trimming – Two times service per year

At a time agreed upon by both the HRA and the lawn service:

1. Remove dead, damaged and diseased portions of plants.
2. Prune trees and shrubs to maintain their natural shape.
3. Trees and shrubs are not to be allowed to grow together unless designed to do so as a hedge.
4. Trees will be pruned to avoid conflict with vehicular or pedestrian traffic.
5. Shrubs around buildings will be kept pruned to no higher than the building windowsills and not touching building walls.
6. Trees, shrubs and ground cover must be kept off fire hydrants, signs, and fences, walls, sitting areas, walkways and driveway.

Herbicide (weed killer) – One time service per month

Herbicide is to be applied to all areas where landscape material (mulch) has been placed, dumpster areas, mailboxes, sidewalks, driveways, curbing and areas around buildings (including garages). Contractor shall operate all equipment and apply all herbicides in a safe manner consistent with product labeling and instructions.

Care shall be used when applying herbicide around trees and shrubs to prevent damage to these items.

Spring and Fall Clean up

At the beginning of the season prior to the mowing of the lawn, contractor to conduct a spring clean up to include picking up all leaves, garbage, sticks, old flowers etc. from the yard to look clean and ready to be mowed.

At the end of the mowing season, contractor to remove all leaves, debris and branches from yards to look clean and ready for winter.

The contractor will be responsible to keep the property mowed and looking good for the entire lawn mowing season spring through the fall. There is a lump sum paid out in six equal payments made monthly, from May – October, if services are needed before or after these dates, contractor is responsible to complete and to have included in price. Please make note on monthly bill when shrub and tree trimming was completed and when herbicide has been applied. 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.

Contracts will be awarded for each development for the season. You can provide a quote for one or all properties you are interested in.