

Painting Services Contract

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 between the Housing and Redevelopment Authority of St. Cloud MN (HRA) and _____ ("Contractor") for Painting Services of the properties owned & managed by the St. Cloud HRA. The parties agree as follows:

- A. The HRA currently owns and provides for the painting services of Public Housing Sites and other owned properties (See Exhibit A).
- B. The HRA wishes to engage contractor as an independent contractor to provide painting services 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 February 1, 2025 to Januray 31, 2027. 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. See Exhibit "C" for local maintenance wage rate. New wage rate will be issued biennially. Either party may, at any time, terminate this contract by providing sixty (60) 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. Contractor will supply their own cleaning products to complete the cleaning of units as directed by the HRA. In the performance of these duties, Contractor shall comply with all applicable federal, state, and local laws.

The following is a description of some of the major duties of the cleaning service company:

- 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.
- b. **Purchasing and Contracting.** CONTRACTOR is not authorized to complete any purchasing or contracting on behalf of the HRA.
- c. **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.
- d. **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.
- e. **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.

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 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.

15. 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 I - (With or without Maintenance Work)
- C. Exhibit C: Local Maintenance Wage Rate
- D. Exhibit D: Scope of Work / Contractors Proposal
- E. Exhibit E: Section 3

The documents listed 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: _____

EXHIBIT A

HRA Properties

Al Loehr Veteran & Community Studio Apartments
4055 12th St. N., St. Cloud, Minnesota
61 Units

The Brownstones
402 9th Avenue North & 403 8th Avenue North, St. Cloud, Minnesota
12 Units

Cedar Ridge Townhomes
3455 – 3477 N. 14th Street, St. Cloud, Minnesota
12 Units

The Creeks Family Housing
721-757 South 33rd Street, St. Cloud, Minnesota
24 Units

Eastwood Apartments
530 NE 3rd Street, St. Cloud, Minnesota
18 Units

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

Flintwood Townhomes
5702 – 5724 Flintwood Drive, St. Cloud, Minnesota
12 Units

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

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

Northway Townhomes
2401 – 2445 N. 15th Street, St. Cloud, Minnesota
12 Units

Quarry Ridge Townhomes
2005 – 2027 Quarry Road, St. Cloud, Minnesota
12 Units

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

Swisshelm Village I Apartments
316 Laudenbach Court, St. Cloud, Minnesota
32 Units

Swisshelm Village II Apartments
304 Laudenbach Court, St. Cloud, Minnesota
32 Units

Westwood Village I Apartments
770 Savanna Avenue, St. Cloud, Minnesota
32 Units

Westwood Village II Apartments
822 Savanna Avenue, St. Cloud, Minnesota
32 Units

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

The Housing and Redevelopment Authority of St. Cloud Office
1225 West Saint Germain Street
St. Cloud, MN 56301

Scattered Sites (single family homes)

236 N. 23rd Avenue
416 N. 24th Avenue
432 N. 30th Avenue
543 NE 5th Street
701 N. 27th Avenue
1710 S. 14th Avenue
3019 N. 12th Street
860 N. 19th Avenue
929 N. 35th Avenue
1042 N. 35th Avenue
1113 N. 33rd Avenue
1406 N. 12th Avenue
2801 N. 4 ½ Street
623 NE Wilson Avenue
54 N. 30th Avenue

328 N. 25th Ave.
418 NE 4th Avenue
449 N. 30th Avenue
614 NE 5th Avenue
711 N. 25th Avenue
2405 N. 4 ½ Street
3501 N. 8th Street
907 SE 12th Avenue
1016 SE 10th Avenue
1047 N. 33rd Avenue
1213 SE 15th Avenue
1424 N. 12th Avenue
2809 N. 4 ½ Street
418 NE Wilson Avenue

410 NE 4th Avenue
428 N. 30th Avenue
451 N. 29th Avenue
701 N. 24th Avenue
819 N. 36th Avenue
2805 N. 4 ½ Street
825 S. 15th Avenue
913 SE 12th Avenue
1018 N. 35th Avenue
1103 SE 9th Avenue
1323 SE 10th Avenue
1717 S. 7th Avenue
3400 N. 12th Avenue
119 N. 23rd Avenue

EXHIBIT B

**Form HUD 5370-C
General Condition for Non-Construction Contracts
Section—I
(With or Without Maintenance Work)**

SAMPLE

General Conditions for Non-Construction Contracts

Section I — (With or without 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. 1/31/2027)

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 a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370-C 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 905.100) **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 I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 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) 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
- (f) 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. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

EXHIBIT C

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

December 5, 2023

DBLS Staff Signature

Date

Loretta Szweduik, Sr Labor Standards Specialist

Name and Title

| 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 |

EXHIBIT D

Scope of Work / Proposal

SAMPLE

EXHIBIT E

Section 3

SAMPLE

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 (*2024 limit \$54,800.00*)

(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.