

# **General Contracting – Building of New Single – Family Residential Home Invitation for Bid 2025**

**Site Address:**

**152 19<sup>th</sup> Ave. N. St. Cloud, MN 56303**

The Housing and Redevelopment Authority of St. Cloud, MN  
1225 W St. Germain Street  
St. Cloud, MN 56301  
(320) 202-3147

May 7, 2025

# General Contracting - Building of New Single-Family Residential Home in Conjunction with St. Cloud Technical & Community College

The Housing and Redevelopment Authority of St. Cloud, MN (HRA) is accepting sealed bids from qualified individuals or firms to provide general contracting – building services for new single – family residential home to be built at 152 19<sup>th</sup> Ave. N. St. Cloud, MN 56303. Bids will be received by the Housing and Redevelopment Authority of St. Cloud, MN, 1225 W St. Germain, St. Cloud, MN 56301 until **1:00 p.m. Wednesday, June 4, 2025**, at which time they will be publicly opened. Provide complete price (including all labor and materials) for the project. The HRA reserves the right to accept or reject any or all bids. In addition, the owner reserves the right to reject select components of the bids and/or accept select components of the bids. The award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the invitation for bid. The bidder may be asked to provide proof of experience, sufficient technical and financial capacity, and trade references upon request. The successful bidder will enter into a formal contract. **MUST USE HRA BID FORM**, but encouraged to include bid breakdown on additional document.

The bidder 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 bid. The bidders 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 bidder 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.

It is the intent of the HRA that the proposed agreement be commenced as soon as possible & work to be started fall of 2025 & substantially completed by spring of 2026. The HRA reserves the right to reject any and all qualifications submitted and to waive any informality in submittals received whenever such rejection or waiver is in the interest of the HRA.

**Questions related to this bid or information on bid submission should be directed in writing to address below or by email to:**

Paul Soenneker, Project Manager at [psoenneker@stcloudhra.com](mailto:psoenneker@stcloudhra.com)

**Bid Submission Date:**

Bids must be received no later than **1:00 pm on Wednesday, June 4, 2025**

**Bid Submission:**

Please provide Sealed Bid to:

The Housing and Redevelopment Authority of St. Cloud, MN  
Attention: Paul Soenneker  
1225 W. Saint Germain Street  
St. Cloud, MN 56301

It is the responsibility of the vendor to ensure that the bid is received by the date and time specified above. Late bids will not be considered.

All Material submitted by the vendor in response to this IFB become the sole property of the HRA upon receipt of the proposal.

**Condition of Bid:**

All costs incurred in the preparation of a bid responding to this IFB will be the responsibility of the vendor. During the evaluation process, the HRA reserves the right to request information or clarification from the vendor to allow for correction of errors and omissions.

The HRA is a Fair Housing Agency, and any contractor entering HRA property must comply with Fair Housing Laws. The HRA is an Equal Opportunity Employer. Respondents agree that they will not be discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work and service performed under those terms of any contract ensuing from this IFB.

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## Project Description

The Housing and Redevelopment Authority of St. Cloud, MN (HRA) will be partnering with the St. Cloud Technical and Community College to build a new home at 152 19<sup>th</sup> Ave. N. St. Cloud, MN 56303. The construction program courses at the Technical College will be providing student labor for certain aspects of the home build (carpentry, electrical & plumbing). The HRA will be hiring a General Contractor to provide other aspects of the build such as the following:

- Apply for all permits (including WAC & SAC fees)
  - Provide all building materials for the house & detached garage
  - Excavation
  - Concrete work (foundation masonry, brick masonry & flatwork (interior & exterior))
  - Waterproofing
  - Carpentry labor
    - o Fill-in for items that the Technical College students cannot complete
    - o Complete all items to completely finish basement level of home (framing to finish)
  - HVAC (including temporary heat over winter)
  - Plumbing
  - Electrical (including temporary service)
  - Insulate
  - Drywall – hang / tape / finish
  - Painting
  - Flooring
  - Cabinets & countertops
  - Tile work
  - Build detached garage in its entirety (masonry, flatwork, framing, windows, doors, siding, soffit, fascia & trim (including concrete driveway & sidewalk leading to home))
  - Landscaping
- The Foundation of the home must be put in place & properly back filled by September 1, 2025.
- Tentatively hang, tape & finish drywall over Technical Schools December break.
- Entire project should be completed by May 1, 2026
- General Contractor is required to sign an Energy Star Partnership Agreement and complete the online Version 3 Builder Orientation, which can be found at [www.energystar.gov/homesPA](http://www.energystar.gov/homesPA)

**Home Check Sheet**

5/7/2025

Home Type	Full Basement Rambler
Basement Finished	Yes
Building Timeline	Summer 2025

**Specifications for: 152 19th Ave. N. St. Cloud, MN 56303**

<b>Material and Tax complete</b>				<b>Included</b>
floor system 9-1/2" I Joist	yes	gutters front only	no	
floor system floor trusses	no	gutters entire home	yes	
garage walls 2x4	yes	leaf guard on gutters	yes	
garage walls 2x6	no	overhead door raised panel	2	
8' ceiling height main floor	yes	insulated windows	yes	
8' ceiling height upper floor	n/a	opener	1	
vaulted ceilings	no	keyless pad	1	
tray ceilings	no	porch post	3	
window make <b>**Energy Star**</b>	Thermo Tech	house walls insulation	R-21	
window grids	as per plan	house attic insulation	R-49	
deadbolts	3	garage walls insulation	no	
gable over hangs	12"	garage ceiling insulation	no	
eave overhangs	24"	trim and base material	poplar	
siding type	Steel	trim an base size	3.1/4" flat	
vertical siding / shakes	as per plan	interior door material	poplar	
deck size	N/A	interior door style	all paneled	
deck matl	N/A	stair baluster style	N/A	
exterior door notes	\$850 per door	newel post style	N/A	
<b>Concrete Work</b>				<b>Included</b>
courses on house	13C	side walk finish	Std	
courses on garage	5C	front step finish	Std	
rock face block	no	address stone	1	
damp proofing	no	exterior stone	as plan	
water proofing	Yes	patio size	as plan	
drain tile only	inside only	screen porch	no	
		driveway size	1,000 sq ft	
other notes: Include 40" sidewalk from Street to front stoop & driveway to rear stoop				
<b>Heating and Cooling System</b>				<b>Included</b>
furnace efficiency	95+(energy star)	garage heater	no	
air conditioner efficiency	13 seer(energy star)	bath exhaust fans	3	
zoned system	yes	gas pipe range	no	
setback thermostat	yes	gas pipe dryer	no	
air exchanger	yes	gas pipe fireplace	no	
other notes:				
<b>Electric Fireplace</b>				<b>N/A</b>
fireplace model	N/A	remote	N/A	
notes:				

<b>Electrical</b>				<b>Included</b>
200 amp service	yes	garage outlets	3	
off peak	yes	garage door opener outlets	2	
TV jacks	4	garage lights	4	
phone jacks	1	basement outlets in unfinished	0	
1/2 switched outlets	0	outside outlets	3	
dedicated freezer outlet	0	floor outlets	0	
island receptacle	2	outlet for sump pump	1	
motion switch in pantry	0	outlet for water softener	0	
ceiling fans	1	range electric	1	
		dryer electric	1	
		cooktop gas or electric	N/A	
		wire for well & septic system	N/A	
under cabinet lights: no				
<b>Plumbing</b>				<b>Included</b>
kitchen sink style S/S drop in	yes	basement bath rough-in	N/A	(energy star)
kitchen faucet style (2.0 gpm)	Pull out	basement bath finished	yes	
garbage disposal included	yes	sillcocks piped for hard water	2	
ice maker hook-up	yes	vacuum breaker	no	
faucet finish	Brush Nickel	pipe & supply garage drain	no	
stool finish	White	water softener hook-up	no	
stool height	3-ADA	water softener	no	
stool round or elongated	3-elongated	water heater gas 40 gal	.61 EF or better	
shower doors	no	sump pump W/alarm	yes	
jetted tub	no	lift station	yes	
other notes: ACTIVE RADON SYSTEM TO BE INSTALLED				
<b>Cabinets and Vanities</b>				<b>Included</b>
kitchen cabinet material	poplar	vanity tops	C. marble	
bathroom vanity material	poplar	30" high upper cabinet	yes	
door styles	sq panel	stepped uppers	no	
kitchen counter tops	laminare	paneled ends	no	
thicker edge on master bath top w/white bowls for model, include framed mirrors				
<b>Granite Tops</b>				<b>N/A</b>
kitchen tops	no	vanity tops	no	
island tops	no	kitchen back splash	no	
island levels	1			
<b>Drywall Work</b>				<b>Included</b>
wall texture & ceiling texture	Std	garage taped	no	
rounded corners	no	number of arches	0	
<b>Stain &amp; Sealer</b>				<b>Included</b>
finish of trim	stain	finish of interior doors	Stain	
<b>Painting</b>				<b>Included</b>
number of paint colors	2	paint garage	no	
<b>Exterior Painting</b>				<b>Included</b>
paint steel door	3	paint columns	3	
<b>Final House Clean Up</b>				<b>Included</b>

<b>Description of Allowances</b>			
<b>Permits</b>			<b>Yes</b>
building permit	yes	survey	if needed for staking
septic design	no	county	
septic permit	no	township or city	St Cloud
<b>Permanent hook-ups</b>			<b>Included</b>
gas company	Xcel Energy	electric company	Xcel Energy
<b>Well and Pump</b>			<b>No</b>
estimated depth 100 feet		pump 1/2 HP standard	
<b>Septic System</b>			<b>No</b>
600 Sf trench system		mound system	
<b>Excavating</b>			<b>Included</b>
tree removal		fill needed	
demo needed		driveway build	
<b>Ceramic Tile</b>			<b>Yes</b>
floors: master bath floor		walk in shower	no
		border in walk in shower	no
heated floors master bath	no	backsplash in kitchen	yes
back splash around tub	N/A	border in kitchen back splash	no
<b>Fireplace Front</b>			
<b>Electrical Fixtures And Bath Accessories</b>			<b>Yes</b>
notes: LED fixtures			
<b>Vinyl Planking</b>			<b>Yes</b>
notes: kitchen, dining, living room, all bedrooms, stairs, main and lower baths and hallways			
<b>Floor coverings Carpet</b>			<b>No</b>
amount per yard	\$33.00		
<b>Appliances</b>			<b>Yes</b>
notes: Include allowance for stove, refrigerator, dishwasher, range hood, washer & dryer (Energy Star)			
<b>Landscape Allowance</b>			<b>Yes</b>
notes: rock and edging, hydro seeding			
<b>Building Lot</b>			
152 19th Ave. N. St Cloud, MN 56303			



152 19<sup>th</sup> Ave. N. New Home Build

- Home to be an Energy Star Certified Home with HERS rating index of 75 or better
- Silt Fencing at property lines
- LED lighting throughout (interior & exterior)
- Appliances to be Energy Star Rated
- Paint to be Low / No VOC
- Adhesives & Sealants to be Low / No VOC
- 40-gallon water heater to be .61 EF or better & Energy Star Rated
- Plumbing Fixtures to have the following flow rates
  - Toilets 1.28 GPF or less
  - Bathroom Faucet 1.5 GPM or less
  - Showerhead 2.0 GPM or less
  - Kitchen Faucet 2.0 GPM or less
- Bath fans to be Energy Star Rated
- Furnace Efficiency to be 95+ Energy Star Rated
- AC to be minimum 14 Seer Energy Star Rated
- Whole House Ventilation
- Active Radon Mitigation System
- Manual J Load Calculation for HVAC
- 10 mil poly to be installed under basement slab
- Formaldehyde Free Composite Wood
- House penetrations to be sealed with low VOC caulking to prevent pest entry

**BID FORM**

**GENERAL CONTRACTING – BUILDING of  
NEW SINGLE-FAMILY RESIDENTIAL HOME**

Bid for General Contracting – Building of New Single-Family Residential Home

Bid of (Company Name) \_\_\_\_\_

Address \_\_\_\_\_

To perform the work for the Housing and Redevelopment Authority of St. Cloud, MN as stated in the Invitation for Bid, dated May 7, 2025

BID ITEMS:

Acknowledge all Addenda's received:

**Total Bid**    \$ \_\_\_\_\_

***\*\*Include breakdown of bid; including allowances on separate sheet\*\* (items such as plumbing & electrical may be items that the Technical College students could possibly complete & these items would be a partial labor deduct if students complete)***

**Provide pricing for total labor to install steel siding, soffit, fascia & accessories on house (this would be a labor deduct if Technical College completes this item) \$ \_\_\_\_\_**

**Provide price per hour for additional labor if needed to complete an item that Technical College Students cannot complete \$ \_\_\_\_\_**

The undersigned being familiar with the specifications of the work to be accomplished and with the local conditions affecting the cost of the work, hereby proposes to complete all work as specified within the time set forth and at the price stated, including all costs for furnishing materials.

It is understood that right is reserved by the owner to reject any or all bids, and that this bid may not be withdrawn during a period of forty-five (45) days from time of opening.

**Bid Bond, Performance Bond and Payment Bond required for this project.**

Submitted by: \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**HOUSING & REDEVELOPMENT AUTHORITY OF ST CLOUD, MN  
CONSTRUCTION AGREEMENT**

This CONTRACT AGREEMENT (“Contract”) is made on \_\_\_\_\_, by and between the **Housing & Redevelopment Authority of St. Cloud, MN** (“HRA”) located at 1225 West St. Germain Street; St. Cloud, MN 56301 and \_\_\_\_\_ (“Contractor”) located at \_\_\_\_\_.

A. Contractor wishes to enter into the following Contract with the HRA to furnish labor and materials to the complete \_\_\_\_\_ project located at \_\_\_\_\_ (“Project”), prepared by St. Cloud Housing and Redevelopment Authority. This Contract includes, by reference, all terms and conditions, and all other documents listed in this Contract and modifications issued after execution of this Contract.

B. The HRA has made available to Contractor all of the Project Documents, and Contractor has agreed to be responsible for obtaining copies pertinent to its work; and

C. The Project Documents have been carefully examined by Contractor, his agents and representatives. Contractor agrees the Project Documents are complete and accurate as to all work to be performed by the Contractor. Contractor assumes all responsibility for any part of the Project Documents that are incomplete or inaccurate.

**I.**

**TERMS AND CONDITIONS RELATING TO CONTRACTOR**

1. Contractor shall furnish all labor, material, skill and equipment necessary or required to perform all the work for the Project as follows:

Contractor to provide labor and materials as shown in the Project Documents. Contract price shall be (including all taxes and permit fees): \$ \_\_\_\_\_

Subject to Part II of this Agreement, Contractor shall be paid as follows: Within 30 days of completion, or for stored materials

2. Contractor shall pay for all materials, labor and equipment used in, or in connection with the performance of this Contract when such bills or claims become due and to indemnify and hold harmless the Project and the HRA from all claims and mechanic’s liens and to furnish satisfactory evidence to the HRA, when and if required that the Contractor has complied with the above requirements.

3. Contractor shall begin work within **20** calendar days after being notified, in writing, by the HRA that the Project is ready. Contractor further agrees that except for delays

totally caused by the HRA, the Contractor will complete the work of this Contract Agreement **by Spring of 2026.**

Contractor agrees that time is of the essence in all matters involving this Contract. Contractor further agrees it is not possible for the HRA to determine all damages the HRA would suffer or incur as a result of any delay by the Contractor in completion of the Project. Contractor and the HRA agree that **\$125 per day**, as liquidated damages, and not a penalty, is fair and reasonable compensation to the HRA for any delays in completion of the Contractor's work on the Project.

4. Contractor agrees to proceed with the work in an orderly and reasonable sequence and to abide by the HRA's decision as to the allotment of all storage and working space of the Project.

5. Contractor agrees that no extension of time for performance of this Contract shall be recognized or permitted without the HRA's written consent.

6. Contractor agrees to indemnify and hold harmless the HRA, the HRA's agents and representatives, Architects, the HRA's lender and all other contractors and/or subcontractors from any and all losses or damage (including without limiting the generality of the foregoing, attorneys' fees and disbursements paid or incurred by the HRA to enforce the provisions of this paragraph) occasioned by the failure of Contractor to carry out the provisions of this Contract.

7. Contractor agrees to provide a Performance Bond prior to the beginning of work for all contracts of \$175,000 or greater.

8. Contractor agrees to obtain worker's compensation insurance as is required by law. Contractor further agrees to obtain comprehensive general liability and property damage insurance to protect the Contractor and the HRA against claims for bodily injury or death or for damage to property occurring upon, in or about the Project, with limits in amounts at least equal to those specified below:

Risk Insurance	\$1,000,000.00 Aggregate
Bodily Injury Liability	\$1,000,000.00 Each Person
General Liabilities Including Automobiles	\$2,000,000.00 Aggregate
Property Damage Liability	\$1,000,000.00 Aggregate
Worker's Compensation	As required by law

The Contractor shall also carry employer's liability coverage with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee

- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

Any and all insurance shall be issued by an “A” rated insurance company or companies. Contractor agrees to furnish the HRA with satisfactory evidence that he has complied with this paragraph. Contractor further agrees to obtain and furnish the HRA with an undertaking by the insurance company issuing each such policy that such policy will not be canceled except after thirty (30) days written notice to the HRA of its intention to do so.

Contractor agrees to assume the entire responsibility and liability for all damages or injury to any and all individuals, whether employees or otherwise and to all property, including the HRA’s property arising out of, resulting from, or in a manner connected with the performance of the work provided for in this Contract or occurring or resulting from the use by Contractor, his agents or employees of materials, equipment, instrumentality’s or other property, whether the same is owned by the HRA, Contractor or third parties, and Contractor agrees to indemnify and save harmless the HRA, his agents and employees from any and all such claims, including, without limiting the generality of the foregoing claims for which the HRA may be, or may be claimed to be liable and attorneys’ fees and disbursements paid or incurred to enforce the provisions of this paragraph.

All insurance required to be carried by Contractor shall name the HRA and the HRA’s lender as additional insurers.

9. Contractor agrees to accept responsibility for all damage caused by Contractor to clean and repair all surfaces soiled or damaged by Contractor, and to protect the work performed by Contractor. If any dispute arises between Contractor and another Contractor and/or subcontractor as to which is responsible for any time of damage, the dispute shall be submitted to the HRA for decision and the HRA’s determination as to responsibility shall be final and binding.

10. Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and measures in connection with the performance of this Contract and agrees to take all safety precautions with respect to his work and shall comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public or governmental authority for the safety of persons or property.

11. Contractor agrees not to assign or sublet any or all of this Contract and not to assign any money due or to become due there under without first obtaining prior written consent of the HRA. Contractor further agrees to supply the HRA with a list of all individuals or businesses it intends to subcontract work to or from whom it will obtain materials or equipment. Such list is attached hereto as Exhibit B and incorporated herein by reference, to which the HRA hereby consents.

12. Contractor agrees to furnish such shop drawings or samples as may be required by the HRA or Architect.

13. Contractor agrees not to employ any person who would be unacceptable to the HRA. Contractor further agrees to remove any such person if the HRA reasonably objects to his continued employment on this project.

14. Contractor agrees that the HRA, or his authorized representatives, shall have the right to order, in writing, the elimination or addition of any part of parts of work or materials as omitted from or added to this Contract by Architect and/or the HRA. Fair adjustments shall be made in the contract price for such omitted or added work or materials. No extra work shall be allowed or changes made by Contractor, or paid for by the HRA, unless and until authorized by the HRA, in writing, before the work and/or changes are begun. Contractor agrees to sign attached Exhibit A to this Contract and waives all claims for additions or changes unless the HRA has signed a written Change Order.

Contractor further agrees to give notice to the HRA of all claims for extras, for requests of extensions of time and for damages for delays or otherwise, promptly and in accordance with the General Contract. Contractor acknowledges and agrees that any change orders for extras must be consented to in writing by the HRA. Further, Contractor understands that only **Louise Reis, Executive Director** may sign Change Orders on the HRA's behalf.

15. Contractor agrees, as required by Minnesota law, to obtain and furnish to the HRA and to maintain in effect during the life of this Contract, or, if requested to do so by the HRA where not otherwise required by law, performance and/or payment bonds from a surety or sureties in the form and with sureties acceptable to the HRA in an amount equal to the contract price. All bond premiums will be paid by the Contractor.

16. Contractor guarantees its work against any and all defects in material or workmanship for a period of two years from the later of the date of final payment or the date the Certificate of Occupancy is issued by the building authority for the Project. Contractor hereby assigns all vendor warranties given by each equipment or parts manufacturer to the HRA.

17. In the event Contractor fails to correct, replace and/or repair faulty or defective work performed and/or materials furnished under this Contract, or shall fail to complete or diligently proceed with its work under this Contract within the time herein provided for, the HRA, upon three days notice in writing to Contractor shall have the right to correct, replace and/or re-execute such faulty or defective work, or to take over the work to be provided pursuant to this Contract and complete the same either through its own employees or through a contractor or subcontractor of its choice, and to charge the costs thereof to Contractor including compensation for the Architect's services against the sums owed under this Contract or to pursue any and all other remedies provided by law.

18. Contractor agrees that in case of default on the part of Contractor under the terms of this Contract, the material and equipment of Contractor shall be left at the Project for use by the HRA in completing the work covered by this Contract. The HRA shall be obligated to pay the Contractor for all such material and equipment.

19. Contractor agrees to obtain, at its cost, all permits, all licenses, all plan approval, all inspections and all other governmental approvals relating to this work on the Project and to comply with all federal, state, county, and municipal laws, codes and regulations and to pay all costs and expenses incurred in connection with such compliance, to pay all fees and taxes, including sales and use taxes, and also pay all taxes imposed by any state or federal law for any employment insurance, pensions, retirement funds or any similar purpose, and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing, the same as though Contractor was in fact the HRA and to hold the HRA and any other Contractor and/or subcontractor harmless from any and all losses or damage occasioned by the failure of Contractor to comply with the terms of this paragraph.

20. Contractor agrees to pay all royalties, license and permit fees to defend all suits or claims for infringement of any patent rights involved in the work of Contractor under this Contract and to save the HRA and other Contractors harmless from loss, costs or expense on account of such use or infringement by Contractor.

21. If any part of Contractor's work depends, for proper execution, upon the work of the HRA, any other Contractor, Contractor shall inspect and promptly report to the HRA any apparent discrepancies or defects in such work that renders it unsuitable for use on the Project. Failure of Contractor to inspect and report shall constitute an acceptance of the work of the HRA, other Contractors.

22. Contractor shall provide complete invoices, receipts and executed lien waivers in the form required by the HRA. Request for payment will be deemed accepted by the HRA on the date the HRA determines, in its sole judgment, that the HRA has all the information required to process the payment. The HRA will pay each such properly submitted invoice on a net-30 basis.

23. In all cases, Contractor agrees to perform all work in accordance with and to otherwise abide in all respects with all applicable federal, state and local laws, rules and ordinances.

24. Contractor is responsible for removing all their debris from the site at the expense of the contractor, and pay for any costs associated with fees for dumpster or landfill costs.

25. For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

26. Contractor responsible for MN Statute 471.425 subd. 4a regarding payments to subcontractors.

27. 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.

## **II.**

### **TERMS AND CONDITIONS RELATING TO THE HRA**

28. The HRA agrees to employ Contractor to do the work described in Paragraph 1 hereof subject to the terms and conditions of this Contract.

29. The HRA agrees to pay Contractor the full amount, less retainage and other hold backs, owed upon faithful, prompt and complete performance of the Contractor's work to be performed under this Contract and the HRA's written acceptance of the work.

30. The HRA will release checks for Contractor's accepted invoices once a month for completed work, less a maximum 5% retainage and other hold backs.

31. Final payment, including all retention, shall become due and payable within thirty days after acceptance of the entire project and all work has been accepted by the HRA. The HRA may also condition final payment upon receipt of Mechanic's Lien Waivers or other proof that all subcontractors and material supplies have been or will be paid in full.

32. Final payment and all other payments to Contractor are conditioned upon the HRA receiving any and all documents reasonably required by the HRA to assure Contractor's compliance with all federal, state and local laws, rules and ordinances.

## **III.**

### **MISCELLANEOUS PROVISIONS**

33. Any and all disputes relating to, or arising out of this Contract, or arising in anyway out of the Project, shall be submitted to binding arbitration before a single arbitrator appointed by the American Arbitration Association. Such arbitration shall be conducted under the Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration hearing shall take place in St. Cloud, Minnesota. The discovery rules set forth in the Minnesota Rules of Civil Procedure shall apply to the arbitration and the parties shall be allowed to conduct discovery according to those Rules. The arbitrator shall have the power to decide any discovery disputes. The prevailing party, as determined by the arbitrator, shall be awarded the arbitration fees it incurred, its reasonable attorney's fees, costs, and expert witness fees incurred

in connection with the arbitration. Prior to filing an arbitration claim, the parties agree to mediate their disputes in St. Cloud, Minnesota, with a mediator selected by the HRA, after consultation with the Contractor. Each side shall pay one-half of the costs of the mediator.

34. This Contract shall not be modified except in writing signed by both the HRA and Subcontractor.

35. This Contract shall be construed and governed by the laws and remedies of Minnesota.

36. Exhibits:

The following noted documents are placed under each of the noted appendix and are a part of this contract:

- A. Exhibit A: Specific documentation pertaining to Section 3 that pertains to this contract.
- B. Exhibit B: Personal Guaranty or Business Guaranty
- C. Exhibit C: Extras, Changes Orders and Waiver
- D. Exhibit D: Verification of Sub-Contractors and Suppliers
- E. Exhibit E: Scope of Services, as agreed upon by the HRA and the contractor;
- F. Included by reference is any document or clause issued as a part of IFB that the HRA may choose to include at any time during the performance of this contract or any options exercised thereto by the HRA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the HRA upon written request for such from the contractor.

Please note that, in the case of any discrepancy between this contract and any of the above noted exhibits, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each exhibit shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

ST. CLOUD HOUSING AND  
REDEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Its: Executive Director

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_  
Its: \_\_\_\_\_

**ARE YOU A CORPORATION? \_\_\_\_\_**  
**PLEASE PROVIDE ONE OF THE FOLLOWING:**

**FEDERAL ID # \_\_\_\_\_**  
**OR SOCIAL SECURITY # \_\_\_\_\_**

**EXHIBIT A**

**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.

**EXHIBIT B**

**PERSONAL GUARANTY**

I hereby personally guaranty all obligations of the Contractor/HRA under this Contract, and agree to arbitrate and mediate all disputes as provided in the Contract.

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SAMPLE

**EXHIBIT C**

**Extras, Change Orders and Waiver**

TO: All Contractors and Suppliers

RE: Extras, Change Orders and Waiver

Any and all additional work which deviates from the original contract price shall be at your own risk unless authorized in writing by the HRA prior to said work occurring.

Any and all changes must be documented by a written change order signed by the HRA/Representative. Other employees of the HRA do not have express, implied or apparent authority to authorize additional work for the HRA. Verbal agreements or orders shall not constitute authorization and any work done pursuant to a verbal agreement or order shall be at your peril. This notice also constitutes your written waiver of any benefits conferred under a claim based on a quasi contract if and when work occurs pursuant to a verbal agreement or order.

THE ST. CLOUD HOUSING AND  
REDEVELOPMENT AUTHORITY

CONTRACTOR:

By \_\_\_\_\_

Its: Executive Director  
1225 West St. Germain Street  
(320) 252-0880  
(320) 252-0889 Fax

By \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT D**

**VERIFICATION OF SUB-SUBCONTRACTORS AND SUPPLIERS**

Please list all of your subcontractors and/or suppliers you anticipate using for the Project on this form and return to the HRA at least 10 days prior to commencing your work. This form must be returned to us before your first pay request will be processed and it must be updated before all other pay requests are processed.

If you will not be using any subcontractors or suppliers, please state that on this form, sign the bottom and return it to the HRA.

I, the undersigned, hereby certify and swear that the following list of subcontractors and or suppliers is complete, including any and all suppliers of labor and material to and for the Project.

_____	_____	_____
Firm	Amount	Contact Person/Phone

_____	_____	_____
Firm	Amount	Contact Person/Phone

_____	_____	_____
Firm	Amount	Contact Person/Phone

_____	_____	_____
Firm	Amount	Contact Person/Phone

_____	By _____
Firm	(Print Name)

Its _____
(Print Title)

**EXHIBIT E**

**Scope of Services**

SAMPLE