

Request for Proposals

Annual Fire Inspection Services

The Housing and Redevelopment Authority of St. Cloud, MN (HRA) is accepting proposals from qualified individuals or firms to provide Annual Fire Inspection Services at HRA owned and operated developments in St. Cloud (see attached property list). The scope of work includes providing labor and materials for all aspects for the annual fire inspections as required by state and city codes for HRA owned and operated properties. It also includes the annual inspections of fire hydrants starting in 2027. The HRA reserves the right to accept or reject any or all proposals.

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

The HRA is an Equal Opportunity Employer.

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

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

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

Questions related to this proposal can be answered by Paul Soenneker, Project Manager at 320-202-3147.

The proposals are due no later than 1:00 pm on August 5, 2026 and should be sent to:

The Housing and Redevelopment Authority of St. Cloud, MN (HRA)
1225 West St. Germain St.
St. Cloud, MN 56301
Attn: Paul Soenneker

Or email to: psoenneker@stcloudhra.com

July 15, 2026

AL LOEHR APARTMENTS – 4055 12TH St. – **Wet/Dry system**

3 Floors

60 units

EMPIRE APARTMENTS – 54 N. 4th Ave. – **Wet system**

Boiler Room – Penthouse – 10 Floors

Fire Pump – 90 units

GERMAIN TOWERS – 905 W. Saint Germain St. – **Wet system**

Basement – Penthouse – 5 Floors

Fire Pump – 60 units

GRACE MCDOWALL APARTMENTS – 1525 Northway Dr. – **Wet/Dry system and Anti-freeze loop**

3 Floors

90 units

RIVERSIDE APARTMENTS – 101 SE. Riverside Dr. – **Wet system and Anti-freeze loop**

3 Floors

85 units

SWISSHELM 1 – 316 Laudenbach Court – **Wet/Dry system**

2 floors

32 units

SWISSHELM 2 – 304 Laudenbach Court – **Wet/Dry system**

2 floors

32 units

WESTWOOD 1 – 770 Savanna Ave. – **Wet/Dry system**

2 floors

32 units

WESTWOOD 2 – 822 Savanna Ave. – **Wet/Dry system**

2 floors

32 units

WILSON APARTMENTS – 41 NE 3rd Ave. – **Wet system**

Basement – Penthouse – 7 Floors

Fire Pump – 126 units

HRA OFFICE – 1225 W Saint Germain St. – **Wet system in Basement only**

Please note that all inspections will need to be coordinated with separate company performing alarm testing

Annual Fire Inspection Services Proposal Form 2026

Please price work to be completed at each property separately:

Sprinkler Inspection

Al Loehr Apartments	\$	
Empire Apartments	\$	
Germain Towers	\$	
Grace McDowell	\$	
Riverside Apartments	\$	
Swisshelm I	\$	
Swisshelm II	\$	
Westwood I	\$	
Westwood II	\$	
Wilson Apartments	\$	
HRA Office	\$	

Annual Fire Hydrant Testing							
Building		Year Built	Number of Hydrants	Hydrant Numbers			
Al Loehr	4055 12th St. N. St. Cloud, MN 56303	2005	1	3199			\$
Brownstones	403 8th Ave. N. St. Cloud, MN 56303	2000	1	2476			\$
Cedar Ridge	3455 14th St. N. St. Cloud, MN 56303	1992	2	1698	1699		\$
Creeks	721 33rd St. S. St. Cloud, MN 56301	2000	2	2397	2398		\$
Grace McDowall	1525 Northway Dr. St. Cloud, MN 56303	1978	1	1438			\$
Quarry Ridge	2005 Quarry Rd. St. Cloud, MN 56301	1992	1	1665			\$
Swisshelm One	316 Laudенbach Ct. St. Cloud, MN 56301	2002	2	2690	2691		\$
Swisshelm Two	304 Laudенbach Ct. St. Cloud, MN 56301	2004	2	2567	2692		\$
Westwood One	770 Savanna Ave. St. Cloud, MN 56303	2002	1	2652			\$
Westwood Two	822 Savanna Ave. St. Cloud, MN 56303	2005	2	2653	3193		\$
Westwood Three	814 Savanna Ave. St. Cloud, MN 56303	Lot	1	2651			\$

Contractor Name: _____

Signature: _____

Date: _____

Annual Fire Inspection Services Contract

THIS AGREEMENT is made and entered into this day of September, 2026 between the Housing and Redevelopment Authority of St. Cloud, MN (HRA) and ("Contractor") for Annual Fire Inspection of the properties owned & managed by the St. Cloud HRA. The parties agree as follows:

- A. The HRA currently owns and provides for the maintenance of Public Housing Sites and other owned properties (See Exhibit A).
 - B. The HRA wishes to engage CONTRACTOR as an independent contractor to provide annual fire inspections 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.
 - D. Therefore, in consideration for the promises and compensation contained in this Agreement, CONTRACTOR and the HRA hereby agree as follows:
 - E. **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.
1. **Term.** The term of this agreement shall be from October 1st, 2026 to September 30th, 2028. If agreeable to both the HRA and the contractor, this agreement may, at the end of the initial period, be extended for an additional 2 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.
 2. **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 shall provide a full range of services

customary of an electrical contracting company, as requested from time to time by the HRA, including, but not limited to, daily on-going maintenance, preventative maintenance, non-routine maintenance, the purchasing of all required supplies and services, unit turnovers, and capital repairs (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 electrical contracting 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.** All workmanship will be per industry standards and recommendations. In the performance of these duties, CONTRACTOR must comply with all applicable federal, state, and local rules regarding contract administration.
- 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 shall perform any other tasks related to the maintenance of the HRA as are mutually agreed upon between the parties.

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.

3. **Compensation.** The HRA shall pay to CONTRACTOR, and CONTRACTOR shall accept as full payment for their services hereunder, compensation as outlined in Exhibit A:

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.

4. **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.
5. **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.
6. **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.
7. **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 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. Responsible Contractor Requirement. The work to be performed under this contract is subject to the requirements of Minnesota Statutes 16C.285 Subd. 3. At the time that proposed contractor responds to a request for proposal or solicitation of bids, proposer must submit to the HRA a signed

statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7) (affidavit of subcontractor compliance). The required form is attached as an Exhibit. In the event that contractor utilizes a subcontractor, the contractor must complete a subcontractor compliance form in compliance with clause 7 of the verification of compliance (See Exhibit D).

16. 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 (10/2006), General Condition for Non-Construction Contract, Section II— (With Maintenance Work).
- C. Exhibit C: Local Maintenance Wage Rate
- D. Exhibit D: Responsible Contractor Verification of Compliance
- E. Section 3
- F. Scope of Work

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: Lori Lindberg

Its: Executive Director

Dated: _____

By: _____

Printed Name: _____

Its: _____

Dated: _____

EXHIBIT A

SAMPLE

AL LOEHR APARTMENTS – 4055 12TH St. – **Wet/Dry system**

3 Floors

60 units

EMPIRE APARTMENTS – 54 N. 4th Ave. – **Wet system**

Boiler Room – Penthouse – 10 Floors

Fire Pump – 90 units

GERMAIN TOWERS – 905 W. Saint Germain St. – **Wet system**

Basement – Penthouse – 5 Floors

Fire Pump – 60 units

GRACE MCDOWALL APARTMENTS – 1525 Northway Dr. – **Wet/Dry system and Anti-freeze loop**

3 Floors

90 units

RIVERSIDE APARTMENTS – 101 SE. Riverside Dr. – **Wet system and Anti-freeze loop**

3 Floors

85 units

SWISSHELM 1 – 316 Laudenbach Court – **Wet/Dry system**

2 floors

32 units

SWISSHELM 2 – 304 Laudenbach Court – **Wet/Dry system**

2 floors

32 units

WESTWOOD 1 – 770 Savanna Ave. – **Wet/Dry system**

2 floors

32 units

WESTWOOD 2 – 822 Savanna Ave. – **Wet/Dry system**

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32 units

WILSON APARTMENTS – 41 NE 3rd Ave. – **Wet system**

Basement – Penthouse – 7 Floors

Fire Pump – 126 units

HRA OFFICE – 1225 W Saint Germain St. – **Wet system in Basement only**

Please note that all inspections will need to be coordinated with separate company performing alarm testing

Annual Fire Hydrant Testing

<u>Building</u>		<u>Year</u> <u>Built</u>	<u>Number</u> <u>of</u> <u>Hydrants</u>	<u>Hydrant</u> <u>Numbers</u>	
Al Loehr	4055 12th St. N. St. Cloud, MN 56303	2005	1	3199	
Brownstones	403 8th Ave. N. St. Cloud, MN 56303	2000	1	2476	
Cedar Ridge	3455 14th St. N. St. Cloud, MN 56303	1992	2	1698	1699
Creeks	721 33rd St. S. St. Cloud, MN 56301	2000	2	2397	2398
Grace McDowall	1525 Northway Dr. St. Cloud, MN 56303	1978	1	1438	
Quarry Ridge	2005 Quarry Rd. St. Cloud, MN 56301	1992	1	1665	
Swisshelm One	316 Laudenbach Ct. St. Cloud, MN 56301	2002	2	2690	2691
Swisshelm Two	304 Laudenbach Ct. St. Cloud, MN 56301	2004	2	2567	2692
Westwood One	770 Savanna Ave. St. Cloud, MN 56303	2002	1	2652	
Westwood Two	822 Savanna Ave. St. Cloud, MN 56303	2005	2	2653	3193
Westwood Three	814 Savanna Ave. St. Cloud, MN 56303	Lot	1	2651	

16 Total Hydrants

EXHIBIT B

Form HUD 5370-C

**General Condition for Non-Construction Contracts, Section—II
(With Maintenance Work)**

SAMPLE

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 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 maintenance 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-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

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

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

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

1. Minimum Wages

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

(c) Withholding for unpaid wages and liquidated damages.

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

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:

☒ **Routine Maintenance**
☐ **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 08:58:43 -0500

December 5, 2023

DBLS Staff Signature**Date**

Loretta Szweduiik, 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

Responsible Contractor Verification of Compliance

SAMPLE

RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

St. Cloud Housing and Redevelopment Authority

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

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

1. The Contractor:

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

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

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

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

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

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

Certification

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

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

Contractor Company Name

Date

Authorized Signature of Owner or Officer

Printed Name

Title

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

SUBMIT WITH CONTRACTOR SOLICITATION RESPONSE

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

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

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 (*2026 limit \$60,000.00*)

(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 F

Scope of Work

Provide labor and materials for all aspects for the annual fire inspections including fire hydrants as required by state and city codes for HRA owned and operated properties.

EXHIBIT E

Scope of Work

Provide labor and materials for all aspects for the annual fire inspections including fire hydrants as required by state and city codes for HRA owned and operated properties.