

Request for Proposals Snow Removal Services

The St. Cloud Housing and Redevelopment Authority is accepting proposals from qualified individuals or firms to provide snow removal services at HRA owned developments in St. Cloud (see attached property list). The scope of work includes providing labor and materials for sidewalk and Parking Lot snow removal for HRA owned and operated properties. The St. Cloud Housing and Redevelopment Authority reserves the right to accept or reject any or all proposals.

Some HRA properties have **smoke stations** that need to be cleared and should be included with your proposal under sidewalks.

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

The St. Cloud HRA is an Equal Opportunity Employer.

The St. Cloud 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.

The contractor shall be responsible for any damage caused by plowing to curbs, buildings, landscaping etc. Must report any damaged caused within 24 hours of incident to HRA. Damaged areas must be repaired in a timely manner.

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

All proposals are due to the HRA office no later than 1:00 pm on August 10th, 2026.

MUST USE HRA PROPOSAL FORM.

HRA PROPERTIES LIST

Lot / Sidewalks

Lot & Sidewalks	Al Loehr Apartments	4055 12 th St. N.
Lot & Sidewalks	Brownstones	402 N 9 th Ave/403 N 8 th Ave
Lot & Sidewalks	Cedar Ridge	3455 N 14 th St.
Lot & Sidewalks	Creeks	721 - 757 S 33 rd St.
Lot & Sidewalks	Eastwood Apts.	530 NE 3 rd St.
Lot & Sidewalks	Empire Apartments	54 N 4 th Ave
Lot & Sidewalks	Flintwood	5702 Flintwood Dr.
Lot & Sidewalks	Germain Towers	905 West St Germain St.
Lot & Sidewalks	Grace McDowell	1525 Northway Dr.
Lot & Sidewalks	Northway B	2401 N 15 th St.
Lot & Sidewalks	Quarry Ridge	2005 Quarry Rd.
Lot & Sidewalks	Riverside Apartments	101 SE Riverside Dr.
Lot & Sidewalks	Swisshelm One	316 Laudenbach Court
Lot & Sidewalks	Swisshelm Two	304 Laudenbach Court
Lot & Sidewalks	Wilson Apartments	41 NE 3 rd Ave
Lot & Sidewalks	Westwood One	770 Savanna Ave
Lot & Sidewalks	Westwood Two	822 Savanna Ave
Lot & Sidewalks	HRA Office	1225 West St. Germain St

Driveway & Sidewalks at Scattered Site 152 19th Ave N

HRA Office— 1225 West St. Germain Street ----- Lot and sidewalks will need to be cleared no later than 6:30 am

AL Loehr parking lot will need to be done at 2 separate times
(West parking lot 1st time / East parking lot 2nd time)

HRA PROPOSAL FORM

	<u>Full Plow</u>	<u>Pass Thru</u>	<u>Sand/Salt</u>	<u>Sidewalks</u>
Al Loehr Apartments	_____	_____	_____	_____
Brownstones	_____	_____	_____	_____
Cedar Ridge	_____	_____	_____	_____
Creeks	_____	_____	_____	_____
Eastwood Apt	_____	_____	_____	_____
Empire Apartments	_____	_____	_____	_____
Flintwood	_____	_____	_____	_____
Germain Towers	_____	_____	_____	_____
Grace McDowell	_____	_____	_____	_____
Northway B	_____	_____	_____	_____
Quarry Ridge	_____	_____	_____	_____
Riverside Apartments	_____	_____	_____	_____
Swisshelm One	_____	_____	_____	_____
Swisshelm Two	_____	_____	_____	_____
Wilson Apartments	_____	_____	_____	_____
Westwood One	_____	_____	_____	_____
Westwood Two	_____	_____	_____	_____
HRA Office	_____	_____	_____	_____
152 19 th Ave N	_____	_____	_____	_____

Price per hour to haul/remove snow piles from any site \$_____

Scattered Site Property (Any) \$_____

Contractor: _____

Signature: _____ Date: _____

Phone: _____

Snow Removal Contract

THIS AGREEMENT is made and entered into this ____ day of _____, 2026 between the Housing and Redevelopment Authority St. Cloud, MN (HRA) and _____ ("Contractor") for snow removal of the properties listed below. The parties agree as follows:

Witnesseth:

- The Contract.** The Contract consists of this Agreement, the plans and specifications and all written modifications and change orders. The Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by written change orders as provided elsewhere in this contract.
- The Work.** The work shall consist of the following:
Snow Removal Service for the properties listed below. Work to include pass through plows of 2" or more and full parking lot plows after resident notification. Sidewalks to be cleared after every snow event.
- Contract Time.** The term of this agreement shall be from October 1st, 2026 to September 30, 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 two-years.
- Contract Price.** HRA agrees to pay the Contractor for the performance of the Work, subject to additions and deductions by written change orders as provided for elsewhere in this contract, the sum of

<u>Property</u>	<u>Full Plow</u>	<u>Pass Thru</u>	<u>Sand/Salt</u>	<u>Sidewalks</u>
Al Loehr Apartments	_____	_____	_____	_____
Brownstones	_____	_____	_____	_____
Cedar Ridge	_____	_____	_____	_____
Creeks	_____	_____	_____	_____
Eastwood Apt	_____	_____	_____	_____
Empire Apartments	_____	_____	_____	_____
Flintwood	_____	_____	_____	_____
Germain Towers	_____	_____	_____	_____
Grace McDowell	_____	_____	_____	_____
Northway B	_____	_____	_____	_____
Quarry Ridge	_____	_____	_____	_____
Riverside Apartments	_____	_____	_____	_____
Swisshelm One	_____	_____	_____	_____
Swisshelm Two	_____	_____	_____	_____
Wilson Apartments	_____	_____	_____	_____
Westwood One	_____	_____	_____	_____
Westwood Two	_____	_____	_____	_____

HRA Office _____
152 No 19th Ave _____

Price per hour to haul/remove snow piles from any site \$ _____

5. **Payment.** HRA shall make payments to the Contract as follows:

- (a) Progress payments shall be made monthly for the previous months work completed. Payments will be made within thirty (30) days after receipt and approval by the HRA of each invoice. Contractor shall provide with each invoice supporting documentation satisfactory to the HRA that the labor and materials invoiced for have been incorporated into the project.
- (b) Submit Payroll reports with each invoice to allow the HRA to check for compliant prevailing wages from the HUD approved maintenance determination for our area.
- (c) Include documentation on the invoice to break down price per development and indicate that the HRA local maintenance wage rates have been paid. See attachment "A" for local maintenance wage rate.
- (d) Final payment shall be made to Contractor upon contractor's completion of the Work and its acceptance by HRA;

6. **Contractor's Obligations.** Contractor shall supervise and direct the work. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. Unless otherwise specifically noted, contractor shall provide and pay for all labors, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work. Contractor shall take all steps reasonably necessary to ensure the safety of persons and property in connection with the performance of the work. Contractor shall secure all permits, fees, and licenses necessary for the execution of the work. Contractor will keep the property free from unreasonable accumulation of waste materials or rubbish caused by its operation. At the completion of the work, the contractor will remove all of its waste materials and rubbish from the project as well as its tools, construction equipment, machinery, and surplus materials and leave the work area "broom clean".

7. The contractor shall be responsible for any damage caused by plowing to curbs, buildings, landscaping etc. Must report any damaged caused within **24 hours** of incident to HRA. Damaged areas must be repaired in a timely manner.

Some HRA properties have some **smoke stations** that will be included with your proposal under sidewalks.

8. **Compliance with Laws.** Contractor will comply with all applicable federal and state laws, codes, regulations, municipal ordinances, and regulations, and will pay all costs, expenses, fees, and taxes connected with such compliance, including sales and use taxes, and will also pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and will furnish all necessary reports and information to the appropriate federal, state

and municipal agencies, with respect to all the foregoing, and will hold the HRA harmless from any and all losses or damage occasioned by the failure of the contractor to comply with the terms of this paragraph.

9. **Contractor's Insurance and Bonds.** Contractor shall purchase and maintain at all times, during the performance of the work, and for one (1) year thereafter, the following insurance:
- (a) Comprehensive General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit (CSL), with coverage pertaining to operation and premises of Contractor.
 - (b) Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
 - (c) Professional Liability Insurance (when required) in the minimum amount of \$1,000,000 combined single limit (CSL).
 - (d) Excess Umbrella Liability Policy in the amount of \$1,000,000 will be additionally required if any of the above policies have lower limits than stated.
 - (e) Worker's Compensation Insurance per Minnesota Statutes.
 - (f) Prior to the effective date of this contract, and as a condition precedent to this Contract, the Contractor will furnish the HRA with certificates of insurance listing HRA as an "Additional Named Insured".
 - (g) The following words must be on the certificate: "Thirty (30) days advance written notice of changes or cancellation of coverage will be given to the certificate holder." Any additional works such as "will endeavor to" or "failure to do so will impose no obligation," must be crossed off the certificate.

In addition, if required by the HRA, the Contractor shall furnish payment and performance bonds in the amount of the Contract Price, from sureties acceptable to the HRA.

10. **Changes in the Work.** All changes in the work shall be authorized only by written change orders signed by the St. Cloud HRA and the Contractor commencement of the work identified on the change order, and containing appropriate adjustments in payment and time.
11. **Warranty.** Contractor warrants and guarantees that all work shall be of good quality, free from faults and defects and in strict conformance with the requirements of this Contract. HRA shall have the right to inspect the Contractor's work and to reject any portion thereof not in accordance with the requirements of the Contract. The Contractor, at its sole expense, shall promptly replace rejected portions of the Contractor's work in a manner satisfactory to the HRA. Further, upon receipt of a written notice from the HRA, the Contractor shall promptly repair and make good in accordance with the Contract any defect that may appear in the Contractor's work within one (1) year after final completion of the Project or within such longer period as may be required by the parties or by statute.

The one-year period shall begin anew with respect to any defect so repaired beginnings at the time of completion of such repair. The Contractor, at its sole expense, shall also repair or replace any adjacent work or materials disturbed or damaged during or as a result of such corrective work. The obligation to repair defects in the Contractor's work as described herein shall not limit the obligations of the Contractor or the rights of the HRA under the Contract and applicable law.

12. **Contractor's Default.** If, in the HRA's judgment, the Contractor defaults or neglects to carry out the work in accordance with this Contract or fails to perform any provision of this Contract, the HRA, after seven (7) days written notice to the Contractor and without prejudice to any other remedy, may make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor, or, at the HRA's option, terminate the Contractor after payment for all work performed up to the date of termination.
13. **Termination of Convenience.** HRA has the right to terminate this Contract for convenience, and without cause, upon seven (7) days written notice to the Contractor. Upon termination, the HRA's sole obligation shall be to pay the Contractor for work performed and reasonable expenses incurred up to the date of termination.
14. **Indemnity.** Contractor agrees to assume entire responsibility and liability to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work. Further, the Contractor to the fullest extent permitted by law, agree to defend, indemnify and save harmless the HRA, its agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the HRA maybe or may be claimed to be able, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The Contractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the provisions of this paragraph.
15. **Dispute Resolution and Choice of Law.** Any controversy of claim arising out of or relating to this Contract or the breach thereof shall be settled by mediation, and then arbitration, each in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Contract shall be governed in accordance with the laws of the state of Minnesota.
16. **Independent Contractor.** Contractor is an independent contractor and nothing contained in the Contract is intended or shall be construed as creating an employee, copartner or joint venture relationship with the HRA, or any of their department or agencies. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or other benefits available to the HRA or to employees shall accrue to the Contractor or employees of the Contractor performing work pursuant to the Contract.
17. **Data Practices.** All data collected, created, received, maintained or disseminated for any purposes by the activities of the Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

18. **Subcontracting and Assignment.** Contactor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the HRA and subject to Davis Bacon, prevailing wages and such conditions and provisions as the HRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.
19. **Nondiscrimination.** During the performance of this Agreement, Contractor agrees to the following: No persons shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.
20. **Lien Free Project.** Contractor shall ensure that the project remains free and clear of all claims, encumbrances and liens for labor, services and materials. If the Contractor fails to pay for any labor, services or materials purchased for or used in the work, the HRA may, at its sole option, pay such claims and deduct the amount paid from any amount otherwise owing Contractor. In the event any suit is filed against the HRA asserting a claim or lien for labor, services or materials purchased for or used in the work, the Contractor, at its own sole cost and expense, including attorneys fees will defend such suit and pay any judgment rendered therein.
21. **Successors and Assigns.** Contractor will not assign all or part of this Contract without the express written consent of the HRA. This Contract is for the benefit of, and also binds, Contractors' and HRA's respective successors and assigns.
22. **Contractor responsible for 24 CFR part 75; Section 3 clause.** This is a Section 3 contract.
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing or residence for housing or residents of the community in which the Federal assistance is spent.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implemented section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Miscellaneous.

- A. The HRA shall not be responsible for delays in performance due to acts of God, Force Majeure, war, government interference or other causes beyond its reasonable control.
- B. A waiver of any breach of this Contract is not a waiver of any continuing or subsequent breach. A waiver must be written and signed by the party against whom enforcement of the waiver is sought.
- C. If any provision of this Contract, in whole or in part, is illegal or unenforceable, it will be severed and the balance of the Contract enforced.
- D. The remedies in this Contract are exclusive, and all other remedies, warranties, conditions or other obligations (whether implied by law, fact, custom, trade or course of dealing) are expressly excluded.
- E. The HRA, at its option, may retain service for an additional 2 years. The scope of work and costs for such services will be defined and negotiated in the fall of the second year.

24. Attachments. All attachments are to be considered a part of the contract.

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

**Housing and Redevelopment Authority of
St. Cloud, MN (HRA)**

By: _____

By: _____

Its: Executive Director

Its: _____

Dated: _____

Dated: _____

SAMPLE

ATTACHMENT A

LOCAL MAINTENANCE WAGE RATE

SAMPLE

**HUD-52158
Maintenance Wage Rate Determination****U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

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

Agency Name:

St Cloud HRA
1225 W Germain
St Cloud MN 56301

DBLS Agency ID No:

MN038

Wage Decision Type:

☒ **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 06:59:43 -0500

December 5, 2023

DBLS Staff Signature

Loretta Szweduik, Sr Labor Standards Specialist

Date**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

ATTACHMENT B

Form HUD 5370 C

SAMPLE

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

ATTACHMENT C

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.

ATTACHMENT D

Responsible Contractor

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