

**Contract No. 17.011 between the Minneapolis Public Housing Authority
and CONTRACTOR (Contractor) - Pool of Abatement Contractors**

INTRODUCTION

This contract between the Minneapolis Public Housing Authority (Agency) and _____
_____(Contractor) is entered into this ____ day of _____, 2017.

Services pursuant to this contract shall begin on the ____ day of _____, 2017, and shall end on the ____ day of _____, 2018, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. The term "herein" as used throughout this contract refers to this contract form, the appendices and all listed attachments. The term "RFQ" as used throughout this contract refers to Request for Qualifications No. R17001.

1.0 Services and Payment.

1.1 Scope of Services. The services provided under this contract generally consist of those services for the Agency as described herein and specifically within the Appendices. Said services shall be provided on the dates and times determined by the Agency at the designated Agency community and facilities. In addition, the Agency shall retain the right to implement and/or enforce any item issued as part of RFQ No. R17001.

1.2 Provisions of any and all Work (Work Orders). The Contractor shall not begin any work without the receipt of a completed Work Order from the authorized Agency representative. This Work Order may take the form of an e-mail.

1.3 Cost/Value of Services.

1.3.1 Contract Value. The current total Not-To-Exceed (NTE) value of this contract is:

\$ _____

The Contractor exceeds the NTE amount at its own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order. The Contractor shall be responsible to notify the designated Agency contact, in writing, within no more than 5 days, when the total work order awards reach within \$25,000 of the NTE amount. Further, the Agency reserves the right to amend the NTE amount (increase/decrease) at any time during the ensuing contract period(s).

1.4 Renewal Options. This contract is initially executed for a period of 1 year with the option, at the Agency's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

1.5 Billing Method.

1.5.1 To receive payment for services rendered under this contract, Contractor shall submit a fully completed invoice for work previously performed to:

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**Minneapolis Public Housing Authority
Attention: Accounts Payable, Suite 307
1001 N. Washington Avenue, Minneapolis, MN 55401**

- 1.5.2 At a minimum, the invoice shall detail the following information:
 - 1.5.2.1 Unique invoice number;
 - 1.5.2.2 The Contractor's name, address and telephone number;
 - 1.5.2.3 Date of invoice and/or billing period;
 - 1.5.2.4 Applicable Contract Number;
 - 1.5.2.5 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site;
 - 1.5.2.6 Asset Management Project (AMP) or address where the work was performed; and
 - 1.5.2.7 Total dollar amount being billed.
- 1.5.3 The Agency will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until The Contractor complies with the applicable provisions of this contract.
- 1.5.4 The Contractor shall deliver to the Agency an invoice each month for services performed the previous month.

2.0 The Contractor's Obligations. The Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

- 2.1 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all of The Contractor's personnel assigned to the Agency properties under this contract.
- 2.2 **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein. For the purposes of this contract, the term "qualified personnel" shall mean those personnel who have been appropriately screened, tested and trained in the manner described within this contract and as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.
- 2.3 **Insurance Requirements.** The Contractor shall purchase and maintain insurance as required to protect the Contractor and the Agency from claims set forth in items 2.3.1 through 2.3.5 below that may arise out of, result from, or are in any manner connected with: (1) the execution of the work under this contract, or (2) occur or

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result from the use by the Contractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Agency, the Contractor, subcontractors or third parties. The insurance required hereunder shall be effective and apply whether such claims arise by the Contractor or by anyone directly or indirectly employed by the Contractor or by anyone for whose acts the Contractor may be liable.

The Contractor shall require its subcontractors, if any, to comply with all insurance requirements in this contract. The Contractor shall at all times be responsible for determining and ensuring that its subcontractors are insured as required by the contract. The premiums, costs, and charges for any such insurance shall be paid by each subcontractor at its own expense. The insurance required to be obtained under the contract shall be written for not less than the limits of liability specified below or required by law, whichever is greater. The types of claims, required coverages and minimum limits of liability are as follows:

2.3.1 Worker's Compensation Insurance/Employer's Liability. Claims under the Contractor's Workers' Compensation disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease or death of employees. Insurance coverage shall include Statutory Workers' Compensation, including Employers Liability with a minimum limit of \$500,000 each accident, \$500,000 Disease-Policy Limit, \$500,000 Disease Each employee.

2.3.2 General Liability Insurance. Claims for damages because of bodily injury, occupational sickness or disease, or death, by any person other than employees; claims for personal injuries which are sustained by (1) any person as a result of an act or omission directly or indirectly related to the employment of such person by Contractor, or (2) any other person; claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Insurance coverages shall include:

- Premises - Operations
- Blanket Contractual Liability
- Broad Form Property Damage
- Personal Injury
- Operations of Independent Contractors

Policy Limits:	Personal Injury	\$1,500,000
	Each Occurrence	\$1,500,000

Commercial General Liability insurance required under this paragraph shall be written on an occurrence form.

2.3.3 Pollution Liability Insurance. An original certificate showing the firm's pollution liability insurance, including asbestos and lead abatement and transportation coverage (minimum of \$5,000,000 each occurrence, general

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aggregate minimum limit of \$5,000,000), with a maximum deductible amount of \$5,000;

2.3.4 Professional Liability Insurance. An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a maximum deductible amount of \$5,000;

2.3.5 Automobile Liability Insurance. Claims for damages because of bodily injury or death of any person, or any property damage, arising out of the ownership or use of any motor vehicle. Insurance coverage shall include Commercial Automobile Liability insurance including owned, hired and non-owned vehicles with limits of liability of \$1,000,000 Combined Single Limit for each occurrence for bodily injury and death, or property damage.

The limits of liability specified above shall be considered minimum requirements. Approval of the insurance by the Agency shall not relieve or decrease the liability of the Contractor. The Agency does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect the Contractor's interests or liabilities, but are minimums. Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy, where Excess or Umbrella policy provides "form follows policy" coverage.

The Contractor shall endorse its Commercial General Liability and Umbrella/Excess Liability policies to add the Agency as an additional insured with respect to liability arising out of (a) operations performed for the Agency by or for the Contractor, (b) the Contractor's completed work under this contract, (c) claims for bodily injury or death brought against any of the additional insureds by the Contractor's employees, or the employees of its subcontractors of any tier, however caused, related to the performance of the work under this contract. Such insurance afforded to the Agency as additional insured under the Contractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Agency or others required to be included as additional insureds. The additional insured status must be reflected on the Contractor's Certificate of Insurance to the Agency.

The Contractor will further provide Certificates of Insurance with additional insured status per the above requirements on an annual basis, naming the Agency as additional insured per the above requirements.

Certificates of Insurance and policy endorsements indicating additional insured status shall be filed with the Agency prior to commencing any work hereunder. The Agency shall not be obligated to review certificates or other evidence of insurance, or to advise the Contractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor from, nor be deemed a waiver of the Agency's right to enforce, the terms of the Contractor's obligations under this contract. All insurance policies shall contain a provision that coverages and limits afforded thereunder shall not be canceled without thirty (30) days prior written notice to the Agency. The Agency shall have the right to examine any policy or endorsements required under this contract.

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All insurance policies required to be obtained by the Contractor and its subcontractors hereunder shall include a waiver of subrogation by endorsement or otherwise in favor of the Agency and its agents, employees, officers, directors, and lenders. The waivers of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurance interest.

Failure to maintain the below-referenced insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

**Minneapolis Public Housing Authority
Attention: Molly Prahm, Buyer
1001 N. Washington Avenue, Minneapolis, MN 55401**

2.4 Licensing. The Contractor shall also provide to the Agency a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

2.5 Financial Viability and Regulatory Compliance.

2.5.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

2.5.2 The Contractor agrees to promptly disclose to the Agency any IRS liens or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Agency in writing within 5 days of such notification received will constitute a material breach of this contract.

2.5.3 The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

2.5.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to Agency within the time periods required herein.

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2.6 State and Federal Data Privacy Statement. The Contractor may have access to information or data that is classified as "private, confidential, not-public or non-public" under the Minnesota Government Data Practices Act and applicable Federal law. The Contractor must maintain the confidential nature of any data or information received in the course of providing services. The unauthorized disclosure of "private, confidential, not-public or non-public" data is subject to civil and criminal penalties under the Minnesota Government Data Practices Act and applicable Federal law.

3.0 Modification. This contract shall not be modified, revised, amended or extended except by written change order or addendum.

4.0 Severability. The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision.

5.0 Applicable Laws.

5.1 Compliance with Federal and State Laws. All work performed by the Contractor pursuant to this contract shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.

5.2 Jurisdiction of Law. The laws of the State of Minnesota shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Hennepin County, Minnesota is the appropriate forum for any action relating to this contract. This contract may be signed in counterparts.

6.0 Notices, Invoices and Reports.

6.1 All notices, reports and/or invoices submitted to the Agency by the Contractor shall be in writing and delivered to the attention of the following person representing the Agency:

**Minneapolis Public Housing Authority
Attention: Tim Pilgrim
1001 N. Washington Avenue, Minneapolis, MN 55401**

Or, if appropriate, e-mailed to: tpilgrim@mplspha.org.

6.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

or, if appropriate, shall be e-mailed to: _____@_____.

7.0 24 CFR 85.36(i), Procurement. Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the Agency and the Contractor each agree:

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- 7.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action. The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time).
- 7.2 Termination for Cause and Convenience.** As detailed within Clause No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*.
- 7.3 Copeland “Anti-Kickback” Act.** For all construction or repair contracts awarded, both parties shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 7.4 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties shall comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 7.5 Reporting.** Both parties shall comply with any reporting requirements that may be detailed herein.
- 7.6 Patent Rights.** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 7.7 Access to Records.** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 7.8 Record Retention.** Both parties hereby guarantee retention of all required records for six years after grantees or subgrantees make final payments and all other pending matters are closed.
- 7.9 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 7.10 Energy Policy and Conservation Act.** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained

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in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

8.0 Additional Considerations.

- 8.1 Non-Escalation.** Unless otherwise specified in the RFQ documents, the unit prices reflected in the contract shall remain firm with no provision for price increases during the term of the contract.
- 8.2 Funding Restrictions and Order Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
- 8.2.1** Funding is not available;
 - 8.2.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or
 - 8.2.3** The Agency's requirements in good faith change after award of the contract.
- 8.3 Local, State, and/or Federal Permits.** Unless otherwise stated in the RFQ documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFQ, whether or not they are known to either the Agency or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFQ shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 8.4 Government Standards.** The Contractor shall ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Bureau County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 8.5 Official, Agent and Employees of the Agency Not Personally Liable.** In no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 8.6 Subcontractors.** Unless otherwise stated within the RFQ documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFQ documents or the contract without the Agency's prior written permission.

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- 8.7 Prompt Payment to Subcontractors.** Pursuant to Minn. Stat. § 471.425, subd. 4a, the Contractor, as prime contractor, shall pay any subcontractor within ten (10) days of the Contractor's receipt of payment from Agency for undisputed services provided by the subcontractor. The Contractor is required to pay interest at 1.5% per month or any part of a month to any subcontractor on any undisputed amount not paid on time to the subcontractor.

For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. If subcontractor prevails in a civil action to collect interest penalties from the Contractor, the Contractor shall pay the subcontractor's reasonable costs and disbursements, including attorney's fees.

- 8.8 Salaries and Expenses Relating to the Contractor's Employees.** Unless otherwise stated within the RFQ documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 8.9 Independent Contractor.** Unless otherwise stated within the RFQ documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties and neither shall have any authority to bind the other in any way.
- 8.10 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 8.11 Time of the Essence.** Time is of the essence as to each contract provision in which time of performance is a factor.
- 8.12 Limitation of Liability.** In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 8.13 Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Agency and Agency's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from, or in any manner connected with, the performance under this contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose

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acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification, hold harmless and defense obligation shall survive acceptance of the work under this contract, completion of the work under this contract, or termination, with or without cause, of the contract. 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.

8.14 Lobbying Certification. By execution of this contract with the Agency, the Contractor certifies, to the best of its knowledge and belief, that:

- 8.14.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 8.14.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 8.14.3** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

8.15 Additional Federally Required Orders/Directives. Both parties shall comply with the following laws and directives, where applicable:

- 8.15.1 Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 8.15.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

- 8.15.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 8.15.4** The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 8.15.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 8.15.6** HUD Information Bulletin 909-23 which is the following:

 - 8.15.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
 - 8.15.6.2** Clean Air and Water Certification; and
 - 8.15.6.3** Energy Policy and Conversation Act.
- 8.15.7** That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible contractor.
- 8.15.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 8.15.9** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. Each provision of law and each clause, which is required by law to be inserted in this contract, shall be deemed to have been inserted herein, and this contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this contract shall forthwith be physically amended to make such insertion or correction upon the application of either part.

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- 9.0 Section 3 Clause.** As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are included as a part of this contract.
- 9.1** The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 9.2** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 9.3** 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 9.4** The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.
- 9.5** 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 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- 9.6** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 9.7** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for

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training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

10.0 Appendices.

10.1 The following documents are a part of this contract:

- 10.1.1 Contract Appendix No. 1.** Form HUD-5370-C (01/2014), *General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work)*;
- 10.1.2 Contract Appendix No. 2.** Form HUD-5370-C (1/2014), *General Conditions for Non-Construction Contracts Section II (With Maintenance Work)*;
- 10.1.3 Contract Appendix No. 3.** Form HUD-5370 (1/2014), *General Conditions for Construction Contracts-Public Housing Programs*;
- 10.1.4 Contract Appendix No. 4.** Form HUD-92554M (Rev. 06/14), *Supplementary Conditions of the Contract for Construction*;
- 10.1.5 Contract Appendix No. 5.** Form HUD-4010 (06/2009), *Federal Labor Standards Provisions*;
- 10.1.6 Contract Appendix No. 6.** The Section 3 Plan;
- 10.1.7 Contract Appendix No. 7.** Form HUD-92010 (3/2006), *Equal Employment Opportunity Certification*;
- 10.1.8 Contract Appendix No. 8.** Form HUD-51000 (1/2014), *Schedule of Amounts for Contract Payments*;
- 10.1.9 Contract Appendix No. 4.** Form HUD-51001 (1/2014), *Periodic Estimate for Partial Payment*;
- 10.1.10 Contract Appendix No. 10.** Form HUD-51002 (1/2014), *Schedule of Change Orders*;
- 10.1.11 Contract Appendix No. 11.** Form HUD-5372 (1/2014), *Construction Progress Schedule*;
- 10.1.12 Contract Appendix No. 12.** Form HUD-WH-347 (Dec./2008), *Payroll*;
- 10.1.13 Contract Appendix No. 13.** Affidavit of Compliance;
- 10.1.14 Contract Appendix No. 14.** Right to Know Form; and

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and CONTRACTOR (Contractor) - Pool of Abatement Contractors**

10.1.15 Contract Appendix No. 15. The fees that apply to each procurement that ensues from this contract.

10.1.16 Inclusion by Reference. Included by reference is any document or clause issued as a part of RFQ No. R17001 that the Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the Agency upon written request for such from the Contractor.

10.2 Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix. The Contractor shall notify the Agency if it discovers a discrepancy in the contract documents.

11.0 CERTIFICATIONS. The undersigned representative of each party hereby acknowledges by signature below that they have authority to enter into the contract for their respective entity, have reviewed the foregoing, and understand and agree to abide by their respective obligations as defined herein:

CONTRACTOR:

By: _____ Date: _____
Contractor Name

Minneapolis Public Housing Authority:

By: _____ Date: _____
Elizabeth K. Grossman, Contracting Officer

By: _____ Date: _____
Lisa R. Griebel, General Counsel
(As to Form and Execution)