

**Contract No. 19.xxx between the Minneapolis Public Housing Authority
and CONTRACTOR – 315 Lowry Ave N. Exterior Repairs**

INTRODUCTION

This contract between the Minneapolis Public Housing Authority (MPHA) in and for the City of Minneapolis, a body politic and corporate, duly created, organized and existing under the laws of the State of Minnesota, and _____ (Contractor) is entered into this ___ day of April, 2019.

Services pursuant to this contract shall begin once the Agency issues Contractor a Notice to Proceed. The term “herein” as used throughout this contract refers to this contract form, the appendices, and all listed attachments.

1.0 Services and Payment.

1.1 Scope of Services. The services provided under this contract generally consist of the construction work at 315 Lowry Ave N as described herein and specifically within Appendices 8 through 10. The MPHA shall retain the right to implement and/or enforce any item issued as a part of IFB No. B19010.

1.2 Provisions of any and all Work (Work Orders). Contractor shall not begin any work without the receipt of a completed contract and a Notice to Proceed from the authorized MPHA representative.

1.3 Cost/Value of Services.

1.3.1 Contract Value. In consideration for Contractor’s performance under this contract, MPHA agrees to pay Contractor a firm-fixed price of:

\$____.____

1.4 Billing Method.

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

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

1.4.2 At a minimum, the invoice shall detail the following information:

1.4.2.1 Unique invoice number;

1.4.2.2 Contractor’s name, address, and telephone number;

1.4.2.3 Date of invoice and/or billing period;

1.4.2.4 Applicable Contract Number;

1.4.2.5 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site;

1.4.2.6 Asset Management Project (AMP) or address where the work was performed;

1.4.2.7 Total dollar amount being billed;

1.4.2.8 A statement certifying all wage reporting requirements for the work included in the billing period are satisfied;

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- 1.4.2.9 All supporting documentation for services being billed including, but not limited to subcontractor invoices, material receipts, time logs, etc.; and
- 1.4.2.10 The Minneapolis Public Housing Authority Contractor Sales Tax Documentation form shall be completed and included with every invoice including subcontractor invoices. State and local taxes shall be separated and properly documented with material receipts.

1.4.3 The MPHA shall withhold a 5% retainage from each progress payment consistent with applicable laws and regulations. Notwithstanding any other provision to the contrary, the MPHA may make full payment for equipment and materials delivered to the job site or stored offsite if the equipment and materials are suitably stored, the equipment and materials are protected by suitable insurance, and upon payment, the MPHA receives the equipment and materials free and clear of all liens and encumbrances. The MPHA may release the retainage when the project is substantially completed to the satisfaction of the MPHA. The MPHA may reduce or eliminate the retainage if work is progressing satisfactorily. Subcontractors, if any, may request retainage on their final progress payment if their work is complete.

1.4.4 Contractor shall submit one progress payment each month that shall include all subcontractors' work completed and approved by the MPHA. A progress payment shall not be an acceptance or approval of any work, or the waiver of any defect or violation of the contract.

1.4.5 The MPHA 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 Contractor complies with the applicable provisions of this contract.

1.4.6 Contractor shall deliver to the MPHA an invoice each month for services performed the previous month.

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

2.1 Supervision and Oversight. Contractor shall be solely responsible for providing supervision and oversight to all of Contractor's personnel assigned to the MPHA properties under this contract.

2.2 Qualified Personnel. 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 Contractor in its quote or as provided by Contractor during Contractor's normal conduct of business.

2.3 Insurance Requirements. Contractor shall purchase and maintain insurance as required to protect Contractor and the MPHA from claims set forth in items 2.3.1 through 2.3.4 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 result from the use by Contractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the MPHA, Contractor, subcontractors or third parties. The insurance required hereunder shall be effective and apply whether such claims arise by Contractor or by anyone directly or indirectly employed by Contractor or by anyone for whose acts Contractor may be liable.

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Contractor shall require its subcontractors, if any, to comply with all insurance requirements in this contract. 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 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

The \$1,500,000 policy limits may be a combination of underlying and excess liability (follows form) policies. Commercial General Liability insurance required under this paragraph shall be written on an occurrence form.

2.3.3 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.

2.3.4 Builder's Risk Insurance. The Contractor shall obtain Builder's Risk insurance for the project. Unless otherwise noted, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the contract on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the MPHA has an insurable interest in the property to be covered, whichever is later. This insurance shall include interests of the MPHA, the Contractor, and all subcontractors in the project.

The limits of liability specified above shall be considered minimum requirements. Approval of the insurance by the MPHA shall not relieve or decrease the liability of Contractor. The MPHA does not in any way represent that the

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insurance or limits of insurance specified above are sufficient or adequate to protect 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.

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

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

Certificates of Insurance and policy endorsements indicating additional insured status shall be filed with the MPHA prior to commencing any work hereunder. The MPHA shall not be obligated to review certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents, and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of the MPHA's right to enforce, the terms of 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 MPHA. The MPHA shall have the right to examine any policy or endorsements required under this contract.

All insurance policies required to be obtained by Contractor and its subcontractors hereunder shall include a waiver of subrogation by endorsement or otherwise in favor of the MPHA 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 above-referenced insurance coverage, including naming the MPHA 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. Contractor shall also provide to the MPHA 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 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. Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

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2.5.2 Contractor agrees to promptly disclose to the MPHA 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 Contractor to disclose such issue to the MPHA in writing within 5 days of such notification received will constitute a material breach of this contract.

2.5.3 Contractor further agrees to promptly disclose to the MPHA any change of more than 50% of its ownership and/or any declaration of bankruptcy that Contractor may undergo during the term(s) of this contract. The failure of 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 MPHA within the time periods required herein.

2.6 State and Federal Data Privacy Statement. 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. Contractor shall maintain the confidential nature of any data or information received in the course of providing services and shall not otherwise breach the security of the data as defined by the Minnesota Government Data Practices Act. 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 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 MPHA by Contractor shall be in writing and delivered to the attention of the following person representing the MPHA:

**Minneapolis Public Housing Authority
Attention: Roderic Bolen
1001 N. Washington Avenue, Minneapolis, MN 55401**

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

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

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Attention: _____

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

- 7.0 2 CFR 200.318, Procurement.** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the MPHA and Contractor each agree:
- 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 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). Further, the Agency shall employ the following steps in dealing with the Contractor as to any performance issues:
- 7.1.1** If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Clauses No. 32 and No. 34 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts, Public Housing Programs*.
- 7.1.2** Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position. The written protest must detail all pertinent information, including justification detailing the Agency's alleged incorrect action(s).
- 7.1.3** After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position. The written protest must detail all pertinent information, including justification detailing the Agency's alleged incorrect action(s).
- 7.1.4** The response to any protest received shall be conducted in accordance with MPHA's Procurement Policy and Procedures.
- 7.2 Termination for Cause and Convenience.** As detailed within Clauses No. 32 and No. 34 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts, Public Housing Programs*.
- 7.3 Executive Order 11246.** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

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- 7.4 Copeland “Anti-Kickback” Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 7.5 Davis-Bacon Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 7.6 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 hereby agree to comply with 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).
- 7.7 Reporting.** Both parties shall comply with any reporting requirements that may be detailed herein.
- 7.8 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.
- 7.9 Access to Records.** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor MPHA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 7.10 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.
- 7.11 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 MPHA regulations (40 CFR Part 15).
- 7.12 Energy Policy and Conservation Act.** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained 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 IFB 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 MPHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the MPHA, 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 MPHA’s requirements in good faith change after award of the contract.
- 8.3 Local, State, and/or Federal Permits.** Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the MPHA or the proposers at the time of the proposal submittal deadline or

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the award, shall be the sole responsibility of Contractor and any costs that were submitted by Contractor in response to the IFB shall reflect all costs required by Contractor to procure and provide such necessary permits.

- 8.4 Government Standards.** 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 ordinance, code, law or regulation. Contractor shall be responsible for all costs incurred for compliance with any such ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations.
- 8.5 Official, Agent and Employees of the MPHA Not Personally Liable.** In no event shall any official, officer, employee, or agent of the MPHA 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 IFB documents, Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the MPHA's prior written permission.
- 8.7 Prompt Payment to Subcontractors.** Pursuant to Minn. Stat. § 471.425, subd. 4a, Contractor, as prime contractor, shall pay any subcontractor within ten (10) days of Contractor's receipt of payment from MPHA for undisputed services provided by the subcontractor. 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. Contractor shall be responsible for any and all costs associated with subcontractor suspension of work due to failure to promptly pay pursuant to state law.
- For an unpaid balance of less than \$100.00, 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 Contractor, Contractor shall pay the subcontractor's reasonable costs and disbursements, including attorney's fees.
- 8.8 Salaries and Expenses Relating to Contractor's Employees.** Unless otherwise stated within the IFB documents, 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. 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 IFB documents or the contract, 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 MPHA be liable to Contractor for any indirect, incidental, consequential or exemplary damages.

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- 8.13 Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the MPHA and MPHA'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 Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose 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. Contractor further agrees to obtain, maintain, and pay for such insurance coverage and endorsements as will insure the provisions of this paragraph.
- 8.14 Lobbying Certification.** By execution of this contract with MPHA, Contractor certifies, to the best of its knowledge and belief that it has complied with HUD Form 50071, which has been included in this contract at Appendix 2.
- 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 MPHA hereby extends this requirement to 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 MPHA requires that 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

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8.15.6.3 Energy Policy and Conversation Act.

8.15.7 That the funds that are provided by the MPHA 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.

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** Contractor agrees to send to each labor organization or representative of workers with which 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** 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 Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 9.5** 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.

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- 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 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 (01/2014), *General Contract Conditions for Construction Contracts, Public and Indian Housing Programs;*
- 10.1.2** **Contract Appendix No. 2.** Form HUD-50071 (01/14), *Certification of Payments to Influence Federal Transactions;*
- 10.1.3** **Contract Appendix No. 3.** *Sample Notice to Proceed;*
- 10.1.4** **Contract Appendix No. 4.** *Davis-Bacon General Wage Decision;*
- 10.1.5** **Contract Appendix No. 5.** *Section 3 Plan;*
- 10.1.6** **Contract Appendix No. 6.** *Right to Know Form;*
- 10.1.7** **Contract Appendix No. 7.** *State and Federal Data Privacy Statement;*
- 10.1.8** **Contract Appendix No. 8.** *315 Lowry Ave N. Specifications;*
- 10.1.9** **Contract Appendix No. 9.** *315 Lowry Ave N. Drawings;* and
- 10.1.10** **Contract Appendix No. 10.** The fees that apply to each procurement that ensues from this contract.
- 10.1.11** **Inclusion by Reference.** Included by reference is any document or clause issued as a part of **IFB No. B19010** that the MPHA may choose to include at any time during the performance of this contract or any options exercised thereto by the MPHA. 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 MPHA upon written request for such from 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. Contractor shall notify the MPHA if it discovers a discrepancy in the contract documents.

**Contract No. 19.xxx between the Minneapolis Public Housing Authority
and CONTRACTOR – 315 Lowry Ave N. Exterior Repairs**

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:** _____
Jake Gateman, Contracting Officer

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