

3600 LABORE ROAD, SUITE 8, ST. PAUL, MN 55110 (651) 787-0687 FAX (651) 787-0407

Standard Contract Agreement

LABOR & MATERIAL

Project: 2204/MPHA

SCATTERED SITE

THIS SUBCONTRACT ("Subcontract") is effective TBD and is between FRERICHS CONSTRUCTION COMPANY, whose address is 3600 Labore Road, Suite 8, St. Paul, MN 55110 ("Contractor"), and SAMPLE whose address is SAMPLE ("Subcontractor").

Contractor has entered into a contract with Minneapolis Public Housing ("Owner") to furnish labor, material, and equipment for the construction of MPHA Scattered Site, located at Scattered ("Project"), in accordance with the Contract Documents (defined below) prepared by N/A ("Design Professional"). The contract between Contractor and Owner is referred to as the "General Contract" in this Subcontract.

In consideration of their mutual promises and undertakings, Subcontractor and Contractor agree to the following:

Subcontractor will furnish all labor, materials, skill, and equipment necessary or required to perform all the work necessary for:

TBD

See Exhibit A, Scope of Work, Attached

The exhibits listed below are attached to and are part of this Subcontract:

Exhibit A to this Subcontract: Scope of Work

Exhibit B to this Subcontract: Identification of Major Sub-Subcontractors and Material Suppliers

Exhibit C to this Subcontract: Application for Payment - AIA G702 and G703

Exhibit D to this Subcontract: Specifications, Plans and Drawing List

Exhibit E to this Subcontract: Insurance Requirements

Exhibit F to this Subcontract: Subcontractor Minimum Safety Expectations

1. Contract Documents. The "Contract Documents" consist of this Subcontract and its exhibits, the General Contract, its exhibits, and all documents referenced therein, as well as any drawings, specifications, project manuals, general conditions, supplemental conditions, special conditions, invitation to bidders, instructions to bidders, addenda, memoranda, and subsequent modifications or revisions. All Contract Documents are fully incorporated into and part of this Subcontract. Subcontractor agrees that it has examined or has been given the opportunity to examine all of the Contract Documents. Subcontractor agrees to be bound to Contractor by all terms of the General Contract. Subcontractor assumes all obligations, responsibilities, liabilities, and limitations on rights that Contractor has assumed toward or agreed to with Owner. If any provision of the General Contract is inconsistent with any provision of this Subcontract, then the more stringent provision controls. Subcontractor shall sign and return to Contractor two copies of this Subcontract before starting performance under this Subcontract.

2. Work Scope. Subcontractor shall furnish and pay for all supervision, labor, materials, supplies, equipment, tools, services, utilities, scaffolding, hoisting, quality assurance, field measurements, shop drawings, samples, facilities, taxes, royalties, permits, and all other items required or necessary to fully perform the scope of work (and any incidental work) described in the attached Exhibit A (the "Subcontract Work"). Subcontractor will perform the Subcontract Work in a high quality manner, in accordance with all applicable laws, regulations, ordinances, and industry codes and practices.

3. Subcontract Price. For full performance of the Subcontract Work in conformance with the Contract Documents,

and all other terms and conditions of this Subcontract, Contractor shall pay Subcontractor the fixed sum of TBD.

4. Contractor's Payment of Subcontractor. By the twenty fifth (25th) day of each month, Subcontractor shall submit to Contractor a written payment application in approved form showing the proportion of the Subcontract Work performed and completed as projected through the end of the month from which shall be deducted. The retention for the Project shall be the greater of (a) 5%, or (b) the retainage equal to that retained from Contractor by Owner for the Subcontractor's Work. If Subcontractor submits its payment application after the twenty fifth (25th) day of the month, then Contractor will submit Subcontractor's late application to Owner for approval with Contractor's next payment application.

5. Binding Sub-Subcontractors and Suppliers. Subcontractor shall cause each of its sub-subcontractors and suppliers having contract sums exceeding \$5,000.00 to bind themselves to the terms of the General Contract and this Subcontract.

6. Independent Inspection and Investigation. By executing this Subcontract, Subcontractor represents and warrants that it has thoroughly examined or has been given the opportunity to thoroughly examine the General Contract and the Project surroundings. Subcontractor represents and warrants that it has fully considered and taken into account, without limitation, all relevant soils, water, site access, availability of storage areas, utilities, obstructions, traffic, working restrictions, and other conditions which may adversely affect the performance of the Subcontract Work. Subcontractor represents and warrants that the terms of this written Subcontract and that it is not and has not relied on any claimed disclosure, non-disclosure, or express or implied warranty not set forth in this Subcontract or the Contract Documents.

7. Responsibility for the Subcontract Work. Subcontractor is solely responsible for completing the Subcontract Work. Subcontractor also agrees it will protect the Project against theft, vandalism, or other damage or loss to or caused by the Subcontract Work or any of Subcontractor's equipment, materials, or supplies; all lights, barriers, supports, signs, or guards to prevent theft, vandalism, injury, damage, and loss; and the safety of all employees and agents of Subcontractor and its sub-subcontractors and suppliers; and the safety of representatives of Contractor, Contractor's other Subcontractors, Owner, Design Professional, and visitors in the location of the Subcontract Work. Subcontractor shall keep the Project free of debris or obstructions arising out of the Subcontract Work. No advice, recommendations, assistance, or partial or complete acceptances by Owner, Design Professional, Contractor, or other parties shall relieve Subcontractor from complete responsibility for the Subcontract Work. Subcontractor shall clean up on a daily basis. Contractor may perform any clean-up work not performed by Subcontractor on a daily basis and may deduct the cost of doing the same from the Subcontract Price.

8. Compliance with Laws. Subcontractor agrees to comply with all applicable federal and state laws, codes, and regulations and all municipal ordinances and regulations in effect where the Subcontract Work is performed ("Applicable Laws"). Subcontractor shall pay all costs and expenses connected with complying with Applicable Law, including any fees, sales and use taxes, employment insurance, pensions, retirement funds, or any similar taxes applicable to the Subcontract Work. Subcontractor shall furnish all necessary reports and information to the appropriate federal, state and municipal agencies. Subcontractor agrees to defend, indemnify, and hold harmless Contractor from any threatened or actual violations of this paragraph by Subcontractor, including payment of Contractor's attorneys' fees.

9. Protection of Work. Subcontractor agrees to accept responsibility for all damage caused by Subcontractor, to clean all surfaces soiled by Subcontractor, and to protect the Work, it being understood that the standards of protection shall not be less than those specified in the Contract Documents or required by law. A dispute between Subcontractor and another Subcontractor regarding their respective responsibility for any clean up item or damage shall be submitted to Contractor for its determination as to responsibility. In the event Contractor is unable to determine which Subcontractor is responsible, Contractor may apportion the cost of such clean up or damage among the Subcontractor and other Subcontractors in such manner as Contractor determines to be fair and equitable.

10. Layout and Measurement. Subcontractor shall perform layout for the installation of Subcontract Work and field verify dimensions to insure that fit and tolerances of any fabricated product meet the Project's specifications or design intent.

11. Supervision, Staffing and Cooperation. Subcontractor shall provide continuous and competent supervision over the performance of the Subcontract Work. Subcontractor agrees to remove from the Project any employee whom Contractor believes is a detriment to the Project. Subcontractor shall cooperate with Contractor, Contractor's other Subcontractors, Owner, Owner's other Contractors, and Design Professional so that all work on the Project will proceed as smoothly and efficiently as possible. Subcontractor accepts sole responsibility towards Contractor for the acts and omissions of its employees, Subcontractors, suppliers, and their agents or employees, and any other persons performing any Subcontract Work. Subcontractor accepts responsibility for all construction means, methods, techniques, sequences, procedures, and results and for coordinating all portions of the Subcontract Work with others' work on the Project.

12. Project Meetings. Subcontractor and its sub-subcontractors shall attend all applicable Project meetings, including any weekly, bi-weekly, or monthly coordination meetings.

13. Subcontractor's Warranty. Subcontractor warrants that all Subcontract Work, including all materials and equipment furnished under this Subcontract, will be new (unless otherwise specified), of the best quality, free from faults and defects, and in strict conformance with the Contract Documents. Subcontractor may not substitute supplies, materials, or equipment for items specified in the Contract Documents unless authorized in writing by the Contractor and Design Professional. If Subcontractor receives such written authorization approving a substitution, Subcontractor is not relieved of any obligation under this Subcontract, including, without limitation, Subcontractor's duty to satisfactorily and timely complete all Subcontract Work in accordance with the Contract Documents. If any part of Subcontract Work depends upon the work of another entity person, then Subcontractor shall notify Contractor in writing that such work is unsuitable before performing the Subcontract Work. Subcontractor's failure to do so constitutes a representation that the work or area is suitable for the Subcontractor Work. Within three (3) days of a demand by Contractor or Owner, Subcontractor shall repair, at its own expense, any deficiencies in the Subcontract Work, as well as any parts of the Project which must be removed or have been damaged in connection with deficiencies in the Subcontract Work. Subcontractor's warranty and repair obligations under the Subcontract be equal to all standards, requirements, or other criteria set forth in the Contract Documents and shall survive Project completion, Owner's acceptance, and the making of final payment. This warranty is in addition to and not in limitation of any other warranty or remedy

provided by law or the Contract Documents.

14. Time for Performance. Subcontractor shall begin the Subcontract Work as soon as instructed. Time is of the essence, and the Subcontract Work shall be completed within the time and sequence required by the General Contract, or within such shorter or different time and sequence as Contractor shall deem necessary to fulfill the General Contract's requirements.

15. Liquidated Damages. Subcontractor shall be responsible for any liquidated damages caused by or arising out of Subcontractor's failure of Subcontractor to complete the Subcontract Work in accordance with the terms of this Subcontract or the Contract Documents. This paragraph does not exclude or preclude Contractor from recovering additional and actual damages from Subcontractor.

16. Subcontractor's Payment Obligations. Subcontractor shall promptly pay all of its bills or other obligations for labor, materials, equipment, supplies, and other items in connection with the Project. Subcontractor agrees that all payments it receives from Owner or Contractor shall be applied first to Project bills and obligations until they are fully paid. If Contractor receives notice that Subcontractor has unpaid bills on the Project or any other project Subcontractor is working on with Contractor, then Contractor, in its sole discretion and in addition to other remedies, may make direct payments to Subcontractor's sub-subcontractors, suppliers, or vendors and back charge the amount of those payments to Subcontractor.

17. Progress Payments. Monthly progress payments in approved amounts shall be made to Subcontractor within ten (10) days after Contractor's receipt of payment from Owner, provided Subcontractor has satisfied the following requirements and subject to the remaining conditions precedent found in this paragraph 17:

- a. Before any payment is made, Subcontractor must submit to Contractor a signed Subcontract, Certificate of Insurance, surety bonds (if any), and any other documents reasonably requested by Contractor to ensure that Subcontractor can meet its performance and financial obligations under this Subcontract.
- b. Subcontractor must submit to Contractor all required documents specified by the Contract Documents.
- c. An itemized schedule of values for all Subcontract Work, broken down by work type and phases, including labor and material breakdowns, must be included in Subcontractor's payment application. The payment application must be on an AIA G702/G703 form (per Exhibit C).
- d. All sub-subcontractors and suppliers used by Subcontractor having contract or invoice values in excess of \$5,000 to perform Subcontract Work must be identified and listed on Exhibit B. If Exhibit B is not filled out completely and accurately, payment will be withheld until all information is provided in writing to Contractor.
- e. Subcontractor must submit lien waivers for itself and its sub-subcontractors and supplier with each application for payment. After Contractor's first payment to Subcontractor, Subcontractor must continue to submit balancing lien waivers for itself and its sub-subcontractors and suppliers for each preceding payment received. If balancing lien waivers are not received, subsequent payments will be withheld until the lien waivers are received, or, at in its sole discretion, Contractor may issue joint checks payable to Subcontractor and its sub-subcontractors or suppliers.
- f. Subcontractor shall comply with all targeted group, minority goals, or prevailing wage requirements for the Project. If non-adherence to these provisions affect Contractor's payment from Owner, Subcontractor shall be fully liable for all Contractor's costs incurred related to Subcontractor's failure to meet the Project's required goals or requirements.
- g. If Subcontractor does not comply with the most recent applicable published Project schedule, Contractor may withhold payments until the Project schedule default is rectified.

If any of the above requirements is not met or maintained, Subcontractor agrees that Contractor can rightfully declare Subcontractor to be in material default of the Subcontract and payments will be withheld until said defaults are cured or rectified. In addition to the above-listed requirements, Subcontractor acknowledges and agrees that receipt of payment by Contractor from the Owner for work performed by Subcontractor is a condition precedent that must occur before Contractor is required to pay Subcontractor. By signing this Subcontract, Subcontractor expressly assumes the risk of the Owner's insolvency or of late payment by Owner to Contractor and agrees that payment to Subcontractor will be made only with funds received by Contractor from the Owner for work performed by Subcontractor.

18. Withholding Rights. If Contractor has notice of any claims arising out of Subcontractor's labor or materials furnished to the Project or otherwise on account of any actions or failures to act by Subcontractor in the performance of this Subcontract, Contractor may withhold payments in accordance with this Subcontract. Contractor's right to set aside certain sums shall be in addition to Contractor's other Subcontract or legal rights.

19. Payment Effect. The making of any progress or final payment by Contractor to Subcontractor: (a) shall not constitute evidence of full performance; (b) shall not be an acceptance of improper, faulty, or defective Subcontract Work or materials; (c) shall not release Subcontractor of any of its obligations under this Subcontract; and (d) shall not constitute a waiver by Contractor of any rights or remedies.

20. Final Payment. Final payment to the Subcontractor shall be made only with funds received by the Contractor from the Owner or the construction lender of the Owner's agent as final payment for work under the General Contract. Final payment to the Contractor by the Owner is an express condition precedent that must occur before the Contractor is obligated to make final payment to the Subcontractor. Subcontractor expressly acknowledges and assumes this risk. Final payment to Subcontractor is also subject to the following conditions precedent: (a) the Subcontract Work shall be completed by Subcontractor and accepted by Contractor, Owner, and Design Professional; (b) all project closeout documents including, without limitation, as built drawings, O&M Manuals, warranties, attic stock, and any other item required or necessary for closeout have been submitted to Contractor; (c) Subcontractor has furnished evidence satisfactory to Contractor that there are no claims, obligations, or liens for labor, services, materials, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Subcontract Work; and (d) Subcontractor has delivered to Contractor written consent of Subcontractor's surety, if any, to final payment. The final payment shall be due within ten (10) days after all of these express conditions precedent have been fulfilled.

21. Default and Termination for Cause. Subcontractor agrees that any of the following events constitute a material default under the Subcontract:

- a. Subcontractor materially breaches the Subcontract;
- b. Subcontractor fails to supply sufficient qualified workers, appropriate equipment, or proper and sufficient materials;

- c. Subcontractor fails to prosecute the Subcontract Work with promptness and diligence in accordance with the Project's schedules;
- d. Subcontractor delays, disrupts, or interferes with Contractors' work or any other Project contractor or subcontractor;
- e. Subcontractor provides any false information or documents to Contractor;
- f. A mechanic's lien is filed or payment bond claim is made against the Project on account of the Subcontract Work, provided Contractor has paid Subcontractor for the Subcontract Work in question;
- g. If a petition in bankruptcy is filed by or against Subcontractor, or Subcontractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy;
- h. Subcontractor fails to procure or maintain required insurance; or
- i. Subcontractor is in default of its performance or payment obligations on another project with Contractor.

If Subcontractor fails within three (3) working days after receiving the notice of default to commence and continue satisfactory correction of the default with diligence and promptness, then Subcontractor shall be in default of this Subcontract and Contractor, upon an additional three (3) calendar days' notice in writing to Subcontractor, may exercise any or all of the following rights:

- a. Terminate Subcontractor and remove it from the Project;
- b. Pay others or itself to complete or repair the Subcontract Work or damage to other portions of the Project;
- c. Take possession of any of Subcontractor's materials or supplies which are on-site at the Project, or are otherwise identified with the Project, and utilize them in completing or repairing the Subcontract Work; and
- d. Withhold payment from Subcontractor in an amount equal to one and one-half times the estimated amount of Contractor's damages resulting from an event of default.

The above rights and remedies of Contractor are not exclusive, but in addition to any and all rights and remedies afforded by statute or common law.

22. Termination for Convenience. Contractor shall have the right to terminate Subcontractor for convenience, for any or no reason and at Contractor's sole option and discretion. The termination shall be effective as soon as notice is given to Subcontractor. Contractor shall be liable to pay Subcontractor only the lesser of:

- a. The actual direct cost of all on-site non-supervisory field labor and material expended on the Project before the termination, plus a sum of 15% of that cost to cover overhead and profit;
- b. A pro rata percentage of the total Subcontract price which is equal to the percent of completion of the Subcontract Work; or
- c. In the event of a termination of Contractor by Owner, the payment which Owner actually makes to Contractor on account of the Subcontract Work.

Contractor's obligation to pay Subcontractor under this paragraph is subject to the payment provisions and limitations on Contractor's liability stated elsewhere in the Subcontract. A termination for cause shall, if wrongfully made, be treated as a termination for convenience under this paragraph.

23. Changes. Without invalidating this Subcontract, Contractor may make changes in the Subcontract Work. All changes to the Subcontract Work must be approved by Contractor in writing. Subcontractor shall not be entitled to make any claim on account of changed work unless, in advance of the changed work, there is a written change order signed by both Contractor and Subcontractor. All pricing requests and change orders shall be submitted with detailed labor, material, and equipment price breakdowns using the specified overhead, profit, and commission rates. If Contractor and Subcontractor are unable to agree on the amount of payment which should be added or deducted because of a change, Subcontractor shall proceed with the changed work and the dispute over compensation shall be resolved according to the disputes clauses below. Subcontractor shall be liable for any and all losses, costs, expenses (including attorneys' fees), damages, or liability arising out of any change it makes without Contractor's written approval.

24. Delays, Accelerations, and Time Extensions. No extension of time of performance of this Subcontract shall be allowed without Contractor's written consent. If, however, Subcontractor is delayed in the performance or completion of the Subcontract Work by events for which Subcontractor is not responsible, then with timely notice to Contractor, the time of the performance or completion of the Subcontract Work shall be extended accordingly, provided the cause of delay is of a type set forth in the General Contract which justifies an extension of time for completion of the General Contract, or is caused by Contractor. Contractor's liability to Subcontractor for delays or suspensions is limited solely to an extension of time for the Subcontract Work. If Owner grants Contractor an extension on account of a delay or suspension in the Subcontract Work, the length of Subcontractor's extension shall be measured by Owner's extension to Contractor. Contractor shall have no liability to pay damages to Subcontractor for alleged delays, suspensions, or accelerations, unless Owner or another party actually pays Contractor for Subcontractor's claimed damages. Subcontractor shall not be entitled to any remedy available under this paragraph unless Contractor receives a written claim from Subcontractor within three (3) days from the beginning of a delay, suspension, or acceleration. This paragraph in no way precludes Contractor's right to recover damages in any way related to Subcontractor's delay or default regarding performance of the Subcontract Work, or for actions or inactions which cause delay, disruption, or interference to Contractor.

25. Direct Disputes between Contractor and Subcontractor. Subcontractor and Contractor agree to work together in good faith to resolve the dispute through direct discussions. If the parties are unable to resolve the dispute through direct discussions within seven (7) days, the parties shall mediate the dispute. The location of the mediation shall be in Hennepin County or Ramsey County, Minnesota. If mediation is unsuccessful, Contractor and Subcontractor agree to submit to binding arbitration. Such arbitration shall be done in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration shall be in Hennepin County or Ramsey County, Minnesota. The award rendered by the arbitrator shall be final and binding on both parties. The parties waive rights to litigate disputes arising out of or relating to the Contract Documents, except as provided in the following sentence. Notwithstanding the foregoing, if the General Contract requires disputes between the Owner and the Contractor be resolved by some procedure other than as provided herein, then in the event of any such dispute between the Owner and Contractor involving the Subcontract Work, Contractor may, in its sole discretion, join Subcontractor to such dispute resolution proceeding with the Owner.

26. "Pass Through" Disputes. If Subcontractor has any damages or claims which arise from or relate to any directive,

interference, rejection of work, breach of express or implied warranty, failure of payment, termination, or other act, failure to act, interpretation of work scope under the Contract Documents, or other conduct by Owner, Design Professional, Owner's separate Contractors, or another third party ("Pass Through" Disputes), then Subcontractor's sole and exclusive remedy shall be to pursue a claim at its expense against the third party in Contractor's name (unless Subcontractor can pursue the claim in its own name). Subcontractor shall comply with all claim notice requirements and dispute resolution procedures set forth in the General Contract. Contractor shall have no responsibility or liability in relation to a claim covered by this paragraph or its outcome, except to make payment to Subcontractor of any sums actually received by Contractor from another party.

27. Proceeding With Work Despite Any Dispute. Subcontractor shall perform Subcontract Work and maintain satisfactory progress while any claim, dispute, or any other matter is being resolved.

28. Waiver of Consequential, Special, or Incidental Damages. In no event shall either party be liable to the other party for any of the following kinds of damages: indirect or consequential damages, anticipatory or lost profit damages, loss of use, extended or unabsorbed home office overhead, loss of bonding capacity, punitive or exemplary damages, attorneys' or expert witness fees, or any other special, indirect, or consequential damages of any kind.

29. Independent Contractor. Subcontractor represents and warrants that it is an independent contractor and that Subcontractor is not an employee, partner, or joint venturer of Contractor. Subcontractor agrees that neither Subcontractor nor its employees are to be considered employees of Contractor at any time, under any circumstances, or for any purpose. Subcontractor assumes full and complete responsibility for all employees employed by it. Subcontractor acknowledges that it is responsible for filing, withholding, reporting, and paying all federal, state, and local taxes; social security or self-employment taxes; unemployment taxes; union dues and benefits; medical, dental, life, or disability insurance premiums; pension and profit sharing contributions; other benefits; and any other expenses with regard to Subcontractor's employees.

30. Indemnity. Subcontractor 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 Subcontract Work and including, without limitation, those damages or injuries occurring or resulting from the use by Subcontractor, its agents or employees, of materials, services, equipment, instrumentalities or other property, whether the same be owned by Contractor, Subcontractor, or others. Subcontractor, to the fullest extent permitted by law, also agrees to indemnify and save harmless Contractor and the Owner, and their respective agents and employees, from all claims caused by Subcontractor's negligence and for Contractor's vicarious liability or liability imposed by warranty arising out of the acts or omissions of the Subcontractor. Further, Subcontractor agrees to defend Contractor and Owner, and their respective agents and employees from all claims including, without limitation, claims for which Contractor or Owner may be or may be claimed to be liable, and to pay all legal fees and disbursements paid or incurred by Contractor in defense of such claims or to enforce the provisions of this paragraph. Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability Insurance coverage that will insure the provisions of this paragraph.

31. Insurance. In addition to the insurance which is required for Subcontractor's indemnity obligations, prior to starting the Subcontract Work, Subcontractor shall procure, maintain, and pay for policies providing the insurance described on attached Exhibit E. Subcontractor shall comply in all respects with the requirements in Exhibit E. Subcontractor shall deliver to Contractor copies of its Certificates of Insurance showing that Subcontractor has procured all of the insurance policies and coverages required in Exhibit E before commencing the Subcontract Work.

32. Bond. If required below, then Subcontractor agrees to obtain, furnish to Contractor, and maintain in effect during the life of this Subcontract a surety bond in a form and with a surety acceptable to Contractor, in an amount equal to the Subcontract Price, conditioned upon and covering the faithful performance of and compliance with all of the terms of this Subcontract. Before commencing with the Subcontract Work, Subcontractor shall deliver to Contractor copies of its bonds showing that Subcontractor has procured the requirement payment and performance bonds.

Bond Required: NO

33. Labor Disputes. Subcontractor shall not use personnel, means, materials, or equipment which may cause strikes, work stoppages, or any disturbances or interferences by workers employed by Subcontractor, Contractor, other Subcontractors, or other contractors on or in connection with the Subcontract Work, the Project, or the Project site. If a labor dispute develops which involves the labor of Subcontractor or the labor of any of Subcontractor's sub-subcontractor, suppliers, or agents, then Contractor shall have the right, in addition to any other remedies provided by the Contract Documents or by law, to terminate this Subcontract using the process set forth above in paragraphs 21 and 22 of this Subcontract. Subcontractor shall pay all costs, including attorneys' fees, of any and all legal or other actions which are necessary in order to expedite the resumption or maintain the progress of the Project work.

34. Drug and Alcohol Testing; Smoking. Subcontractor shall require its employees, agents, or representatives working at the Project to submit to drug or alcohol testing when necessary to meet legal requirements, when requested by the Owner, when Contractor has a reasonable suspicion such testing is necessary, or following an accident or injury. Possessing or consuming alcoholic beverages, illegal or unauthorized drugs or controlled substances while present on the Project site is strictly prohibited. Contractor prohibits all Subcontractors and their employees or agents from reporting to the Project site having used illegal or unauthorized drugs or under the influence of alcohol regardless of when or where the prohibited substance entered the person's system. No smoking is allowed on the Project site unless otherwise specified by the Contractor's Project superintendent.

35. Concealed Weapons. Contractor prohibits all Subcontractors and their employees or agents from carrying or possessing firearms while acting in the course and scope of employment.

36. Hard Hats. Hard hats shall be worn at all times when working or visiting the Project site.

37. Patent Rights. Subcontractor agrees to pay all royalties and licenses fees; to defend all suits or claims for infringement of any patent rights involved in the Subcontract Work; and to save Contractor harmless from loss, cost or expense on account of such user or infringement by Subcontractor.

38. Force Majeure. Storms, winds, lightning strikes, rain, floods, drought, hot or cold weather, fire, labor, equipment, pandemics, epidemics, acts or inactions by governmental authorities, material shortages, and any and all Acts of God shall not relieve Subcontractor from performance of the Subcontract and shall not give rise to any claim, except to the extent that Owner has relieved Contractor from the Subcontract Work or Owner has actually paid Contractor for Subcontractor's claim. It is agreed that any claim based on a force majeure event under this paragraph is a "Pass Through" Dispute.

39. Safety. Prevention of accidents on or in the vicinity of the Subcontract Work is the Subcontractor's responsibility, even if Contractor establishes a safety program for the entire Project. In addition to complying with the requirements set forth in Exhibit F, Subcontractor shall establish a safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Contractor and Owner, including, without limitation, requirements imposed by the Contract Documents. Subcontractor shall be primarily responsible for and shall take all reasonable precautions for the safety of its employees and all other persons who may be affected by the Subcontract Work. Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of any responsibility for unsafe practices. Subcontractor shall notify Contractor immediately following any accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by Contractor. Subcontractor shall indemnify Contractor for any fines, damages, expenses, and attorneys' fees incurred by Contractor because of Subcontractor's failure to comply with safety requirements.

40. Stop Work Order. If Subcontractor fails to perform Subcontract Work in accordance with the Contract Documents, fails to correct defective or improper work, or fails to adhere to safety programs or applicable laws, Contractor may order Subcontractor to stop Subcontract Work until the cause for such order has been rectified. Any such order to stop Subcontract Work will be in writing. Contractor's right to issue a stop work order shall not give rise to any duty on Contractor's part to exercise this right for the Subcontractor's benefit or any other person's or entity's benefit. Subcontractor shall not be entitled to an extension of time for any justifiable stop work order issued by Contractor.

41. Hazardous Waste Materials. Municipal, state and federal pollution control agencies have published a list of materials that are designated hazardous. If Subcontractor intends to use any of these materials on this Project, Subcontractor must use such materials in accordance with applicable regulations. All hazardous materials must be removed from the project site when the Subcontractor Work is completed. HAZARDOUS MATERIALS MUST NOT BE DISPOSED OF IN PROJECT SITE DUMPSTERS. Subcontractor must notify all Project personnel of this requirement. In the event Subcontractor encounters on the Project site material reasonably believed to be asbestos, polychlorinated biphenyl (PCBs), or other hazardous materials, Subcontractor shall stop work in the area affected and immediately report the condition to Contractor in writing, with a copy of the report for Owner and Design Professional. Subcontract Work in the affected area shall resume promptly after Owner or qualified Contractors hired by Owner have certified that the hazardous materials have been removed or rendered harmless by proper enclosure or other appropriate techniques.

42. Notice. Any notice that Subcontractor is required to give under this Subcontract must be in writing and mailed to Contractor's home office at 3600 Labore Road, Suite 8, St. Paul, MN 55110. Email notification is acceptable so long as an original hard copy of the notice is delivered to Contractor's home office within forty-eight (48) hours of the email notification.

43. Advertising. No advertising signs are allowed on the Project site.

44. Assignment. Subcontractor shall not assign or subcontract any part of this Subcontract, including any moneys due or to become due under the Subcontract, without first obtaining the Contractor's written consent. No assignment will be valid or binding on Contractor unless and until Contractor accepts the assignment in writing.

45. Governing Law. To the extent permitted by the law where the Project is located, this Subcontract shall be governed in all respects by Minnesota law.

46. Mutual Drafting. Subcontractor acknowledges that it has had the opportunity to negotiate the terms of this Subcontract, and agrees that neither the terms of the General Contract nor of this Subcontract shall be construed for or against any party for any reason.

47. No Waiver. Any failure by Contractor to assert a right or enforce a requirement under this Subcontract shall not be deemed a waiver of that or any other right or requirement.

48. Severability. In the event that any provision of the Subcontract is invalid, the remaining provisions shall survive and remain effective and binding.

49. Integration. This Subcontract and the Contract Documents constitute the final and complete understanding of Contractor and Subcontractor with respect to the Subcontract Work. This Subcontract supersedes all prior or contemporaneous communications, whether oral or written, concerning the Subcontract Work. This Subcontract will take precedence over any conflicting terms, conditions or provisions contained in any invoice, or other communication between the parties except for a change order as provided in paragraph 23 of this Subcontract.

50. Protection From Water Intrusion

- a. Subcontractor's Obligation to Sequence, Coordinate and Protect the Work.** Subcontractor is responsible for sequencing and coordinating the Subcontract Work with the work of other contractors at the Project to protect the project's interior from weather damage and water intrusion.
- b. Responsibility for Water Intrusion.** If water intrusion occurs at the Project due to the Subcontractor's failure to carry out its obligations in this paragraph 50, then Subcontractor shall be responsible for all costs to remedy the resulting damages, including, but not limited to, testing and remediation of mold and toxic substances before and after remediation occurs.
- c. Agreement to Indemnify.** To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless Contractor and the Owner and any subsequent owner from and against all claims, demands, liabilities, interest, losses, damages, fines, penalties, attorneys' fees, costs and expenses of any kind or nature, including property damage and bodily injury to any and all persons relating to or arising out of

the water intrusion relating to the Subcontract Work. The Subcontractor further agrees to obtain, maintain and pay for such insurance, including without limitation, completed operations coverage and contractual liability endorsement(s) that will issue the provisions of this paragraph.

IN WITNESS WHEREOF, the undersigned Contractor and Subcontractor have executed this Master Subcontract Agreement effective as of the date first above written.

Frerichs Construction Company

SAMPLE COMPANY

By: _____

By: _____

Its: _____

Its: _____

SCOPE OF WORK

Project No.: 2204/MPHA Scattered Site

Specification Section: TBD

Specific Notes:

Granite Expo LLC

By: _____

Date: _____

The unit quantities identified above are approximate only and may be increased, decreased, or omitted. Unless otherwise stated, payment will be based on the actual quantities of work performed, approved, and paid for by the Owner.

IDENTIFICATION OF SUB-SUBCONTRACTORS AND MATERIAL SUPPLIERS

Contractor: SAMPLE
 Project: MPHA Scattered Site
 Job No.: 2204
 Date: 2/3/2022 12:00:00 AM

Subcontractors shall list all Material Suppliers, Sub-Subcontractors and Sub-Subcontractors Material Suppliers as a condition of precedent to receipt of first payment. This form must be filled out and returned with signed contract. This list is to include all accounts payable over \$500.00 in regard to this project.

Company Name	Contact Name	Phone Number	Approx. Dollar Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I hereby certify that this is a complete list of Material Suppliers and Sub-Subcontractors over \$500.00. I further agree not to assign any accounts receivable due under this contract to any bank or lending institution without prior written consent of Frerichs Construction Company.

SAMPLE

By: _____

Title: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Exhibit C

PAGE ___ OF ___

SUBMITTED TO: Frerichs Construction Company
3600 Labore Road, Suite 8
St. Paul, MN 55110

PROJECT: Shoreview Grand

APPLICATION NO.:

APPLICATION DATE:

SUBMITTED FROM:

ARCHITECT: N/A

PERIOD TO:

PROJECT NO.: 2204

CONTRACT DATE: 2/3/2022 12:00:00

CONTRACT FOR:

VENDOR NO.:

CONTRACT NO.:

INVOICE NO.:

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from Contractor, and that current payment shown herein is now due.

ORIGINAL CONTRACT SUM..... \$ _____

NET CHANGE BY CHANGE ORDERS TO _____ \$ _____

CONTRACT SUM TO DATE \$ _____

TOTAL COMPLETED AND STORED TO DATE \$ _____

RETAINAGE:

5% OF COMPLETED WORK \$ _____

5% OF STORED MATERIAL \$ _____

TOTAL RETAINAGE \$ _____

TOTAL EARNED LESS RETAINAGE \$ _____

LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER \$ _____

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____

CURRENT PAYMENT DUE \$ _____

BALANCE TO FINISH INCLUDING RETAINAGE \$ _____

State of: _____

County of: _____

Subscribed and sworn to me before this

_____ day of _____ 20_____

NOTARY PUBLIC:

Signed: _____

My Commission Expires: _____

WAIVER & RELEASE OF LIEN

Whereas the undersigned Subcontractor has provided labor, services, materials, or equipment for the above project, under an agreement with the Contractor.

The Undersigned does hereby waive and release all bond claims, liens, claims, or right of claim, or right of lien, statutory or otherwise, against the property, project, Owner, Contractor or any other person or entity who is or may be claimed to be liable, or any sureties, for labor, services, materials, or equipment, as provided by the Undersigned, to the extent of payment received, as indicated herein, together with any previous payment(s) already received but excluding any retainage or an labor, services, materials, or equipment provided after the application period date stated above. The undersigned agrees that in exchange for receipt of the above amount for labor, services, materials, or equipment as described herein, he does hereby grant this release unconditionally.

The person signing below does hereby certify that he/she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Signed: _____

Printed or Typed

Name, Title: _____

SPECIFICATIONS, PLANS AND DRAWING LIST

Project No.: 2204/MPHA Scattered Site

This Contractor shall comply with all federal, state and local laws, codes and ordinances.

Page/Sht No.s	Document Name	Date	Rev Date
---------------	---------------	------	----------

Not Used

The limits of liability specified shall be considered minimum requirements.

Approval of the insurance by the Contractor shall not relieve or decrease the liability of the Subcontractor. The Contractor does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect the Subcontractor's interests or liabilities, but are minimums.

The Subcontractor's Commercial General Liability Insurance shall be endorsed to name Contractor as an Additional Insured. The Additional Insured status must be reflected on the Subcontractor's Certificate of Insurance to Contractor.

The following people / entities shall also be named as additional insureds on Subcontractor's General Liability Insurance:

All insurance shall contain a provision that coverages, afforded under any of the aforesaid insurance policies shall not be canceled or materially changed without at least sixty (60) calendar days prior written notice to Contractor. On all "Acord" form certificates of insurance, the words "endeavor to" and the remaining words beginning with "but failure to" will be stricken from the cancellation notice provision.

All aforesaid insurance policies shall be underwritten with responsible insurance carriers maintaining an A-minus AM Best Ratings and licensed to provide insurance in the State in which the Project is located. Non-admitted carriers may be considered on an individual basis.

The Subcontractor is responsible at Subcontractor's expense and not a reimbursable expense for providing any additional insurance Subcontractor deems necessary to protect Subcontractor's interest from other hazards or claims in excess of the aforementioned minimum insurance coverages.

To the extent coverage is afforded by any property insurance applicable to the Subcontract Work or the Project or any equipment or materials used in performance of the Subcontract Work, Subcontractor waives all rights against Contractor, Owner, and Design Professional, and their Subcontractors, agents, and employees, for damages caused by fire or other insured perils, except such rights as Subcontractor may have to insurance proceeds. Subcontractor, as appropriate, shall require its Subcontractors and suppliers by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties.

Subcontractor shall be solely responsible for and agrees it is solely responsible for defending and indemnifying Contractor, Owner, and Design Professional, and their subcontractors, agents, and employees against claims for damages within the deductible of any insurance applicable to Subcontractor's Work or those for whom it is responsible.

Subcontractor **Minimum** Safety Expectations

1. Adhere to state, federal, local laws and client requirements.
2. Comply with personal protective equipment requirements for the project.
 - a. Hard Hats: Required to be on at work at **ALL** times while on the project.
 - b. Long Pants: Shorts are not allowed.
 - c. T-Shirts: Tank tops are not allowed.
 - d. Sturdy work boots: Sandals, loafers and tennis shoes are not allowed.
 - e. Safety glasses: Required at **ALL** times.
 - f. High visibility vests: When exposed to moving equipment.
 - g. Fall protection: In all cases when working above 6 feet, but may be required in situations below 6 feet if required by OSHA or other applicable laws.
3. Conduct weekly "Tool-Box" safety talks.
4. Conduct frequent safety inspections of the workplace.
5. Report unsafe acts and conditions to the General Superintendent.
6. Ensure reverse alarms are in good working condition on all equipment.

FRERICHS CONSTRUCTION COMPANY HAS THE RIGHT TO WITHHOLD PROGRESS PAYMENT(S) IF THE ABOVE EXPECTATIONS ARE NOT OBSERVED.

SAMPLE

By: _____

Date: _____

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. 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 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
 - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
 - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
 - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
 - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
 - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
 - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
 - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
 - (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
 - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
 - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
 - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
 - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
 - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:Á

(a) Placing qualified small and minority businesses andÁ women's business enterprises on solicitation lists;Á

(b) Ensuring that small and minority businesses andÁ women's business enterprises are solicited wheneverÁ they are potential sources;Á

(c) Dividing total requirements, when economically feasible,Á into smaller tasks or quantities to permit maximumÁ participation by small and minority businesses andÁ women's business enterprises;Á

(d) Establishing delivery schedules, where the requirementsÁ of the contract permit, which encourage participation byÁ small and minority businesses and women's businessÁ enterprises; andÁ

(e) Using the services and assistance of the U.S. SmallÁ Business Administration, the Minority BusinessÁ Development Agency of the U.S. Department ofÁ Commerce, and State and local governmental smallÁ business agencies.Á

39. Equal Employment Opportunity

During the performance of this contract, the ContractorÁ Ü^||^| agrees as follows:Á

(a) The ContractorÜ^||^| shall not discriminate against anyÁ employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.Á

(b) The ContractorÜ^||^| shall take affirmative action to Á ensure thatÁ applicants are employed, and that employees Á are treatedÁ during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such actionÁ shall include, but not be limited to, (1) employment, (2)Á upgrading demotion, (4) transfer, (5) recruitment orÁ recruitment advertising, (6) layoff or termination, (7) rates/ of pay or other forms of compensation, and (8) selectionÁ for training including apprenticeship. Á

(c) The Contractor shall agree to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(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 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.

(b) 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.

(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 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.

(d) 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.

(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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) 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.

(g) 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).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

- (2) (i) Any class of laborers or mechanics, including helpers, 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 and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them 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. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such 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 subparagraph (j)(1) 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 subparagraph (j)(1) of this clause.
 - (3) 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 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 subparagraph (j)(2) of this clause.
 - (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal 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 exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
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Signature	Date (mm/dd/yyyy)
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MINNEAPOLIS PUBLIC HOUSING AUTHORITY
RIGHT TO KNOW INFORMATION FOR VENDORS (11/8/12)

1. Minneapolis Public Housing Authority (MPHA) has a Right-to-Know Program (Program) which is intended to comply with the Minnesota Occupational Safety and Health Administration (OSHA) and Employee Right-to-Know and Minn. Stat. Chapter 182.
2. The Program explains the roles and responsibilities of MPHA Staff and vendors, MPHA's labeling system, and how to obtain safety data sheets (SDS) and inventories of Hazmat.
3. The Program is on MPHA's website at: www.mphaonline.org From the home page select the menu item "About" and then select "Policies and Publications" and follow the prompts to the Right to Know Program.
4. The Hazmat inventory and SDSs sheets for a particular MPHA building may be found at:
 - a. the highrise Property Manager's office;
 - b. the Regional Property Manager's office at 2709 Essex;
 - c. Director of Heritage Park Senior Center's (HPSSC) office for HPSSC;
 - d. Facilities and Development's office for 1001 Washington; and
 - e. Assistant Director of Maintenance Operations' office for 1301 Bryant.
5. Vendors under any form of contract which includes a purchase order with MPHA shall inform any person performing work under the vendor's contract with MPHA and who may be routinely exposed to Hazmat:
 - a. on how to access MPHA's Hazmat inventory, SDSs, and this Program;
 - b. for each Hazmat the precautionary measures needed to protect those persons; and
 - c. about MPHA's labeling system which is described in the Program.
6. For the Hazmat which a vendor may use at a MPHA building and which an MPHA employee may be routinely exposed to, the vendor upon request by MPHA will provide:
 - a. copy of its Right to Know Program;
 - b. an inventory of the Hazmat to be used in the building and SDSs for each Hazmat;
 - c. the precautionary measures needed to protect those persons; and
 - d. vendor's labeling system.
7. If you have questions, contact Mary Boler at 612 342-1453 or mboler@mplspha.org.

MPHA Contract No. 22.xxx
State and Federal Data Privacy Statement

The undersigned vendor and a person performing services under Contract No. 22.xxx may have access to MPHA data that is classified private data under the Minnesota Government Data Practices Act, Minn. Stat. §13.01 et. al. and applicable federal law.

Data about tenants or program participants, including but not limited to their names, unit numbers and property addresses, except for highrise buildings, are benefit data and private. See Minn. Stat. §13.462. Vendor will ensure that persons who receive private data will protect the status of data. The unauthorized disclosure of private data is subject to civil and criminal penalties.

Vendor will ensure that persons who have access to private data will comply with state and federal law. No one shall obtain, access, view, disclose or reproduce the private data for any purpose except when needed to perform this contract.

Vendor will return to MPHA or confidentially destroy all copies of private data when no longer necessary to perform the contract.

Vendor will not disclose the private data to an Unauthorized Person. An Authorized Person is a person who accesses the private data without a work assignment that reasonably requires the data or regardless of work assignment for a purpose not authorized by Minn. Stat. § 13.05 subd. 5.

Vendor will prevent a Breach of Security. A Breach of Security means the unauthorized acquisition (as defined in Minn. Stat. § 13.055) of MPHA private data that compromises the security and classification of the data. If a Breach of Security occurs Vendor will comply with the notice and report procedures in Minn. Stat. § 13.055.

Date: _____

Print Name of Vendor

By: _____
Print Name

Its: _____
Print Title

Signature: _____



October 30, 2020

Re: Expanding Operations – Partners: Contractors, Vendors, and Consultants for The Minneapolis Public Housing Authority in and for the City of Minneapolis (MPHA)

MPHA's #1 priority is the safety and well-being of our employees, residents, participants and partners as we determine the expanding operations protocols necessary to accomplish ongoing activities. During this unprecedented time, we are requiring the following actions of our partners: contractors, vendors, and consultants etc. to support the safety of all. As you are aware, MPHA serves some of the City's most vulnerable populations. We are utilizing the CDC, OSHA, State of Minnesota, American Industrial Hygiene Association and other regulatory organizations' guidance to establish the requirements. Due to the uncertainty of the situation, MPHA may update these requirements based on the needs of the organization at any time. Partner deviations from the protocols established in this document must be approved in writing by MPHA prior to making a change. MPHA shall retain the right to request and receive a change in personnel assigned to the work, if partner's employee fails to comply with this document.

If you have a question regarding an area that is not covered in this document, please utilize the appropriate governmental or regulatory guidance.

Responsibilities of our partners:

- Enforce requirements with all sub-contractors.
- Ensure compliance by all of your employees.
- Communicate requirements and expectations to all employees including signing an acknowledgement of understanding. (Training if necessary)
- Provide required PPE.
- Provide appropriate PPE training with a signed acknowledgement of understanding.
- Provide appropriate action for non-compliance by their employee
- Support any employee that notifies them of safety concerns including potential exposure of COVID-19 without fear of retribution or termination.

Requirements

Screening Prior to Jobsite Admittance

All personnel that enters a jobsite must complete a health questionnaire (see attached sample from the State of Minnesota) and have their temperature taken on a daily basis. Please stay abreast of

symptoms that the CDC states are indicative of COVID-19 and screen for those symptoms. If the individual has any of the symptoms captured in the questionnaire and/or a fever, they will not be permitted onto the worksite. Potentially ill individuals must be separated from others that are in the area. You will need to maintain records that your employees complied with the daily pre-site health screening protocol prior to arrival at a MPHA facility. If requested, you will need to provide MPHA documentation that the protocol was followed and who was responsible to ensure it was.

Handling of positive COVID-19 case

If one of your employees, who has been at one of MPHA's facilities, tests positive for COVID-19 or is presumed positive for COVID-19, you must immediately notify your Contract Administrator at MPHA. You will need to identify potential MPHA staff and tenants that your employee may have contacted. The date and time that your employee was at our facility will also be needed. MPHA will use its notification protocol to inform employees, residents/participants and other partners of the potential exposure. MPHA in compliance with the ADA will not disclose the name or identity of the ill individual.

Return to work after identification and isolation of sick persons

An individual who has tested positive or is presumed positive for COVID-19 shall not return to the MPHA job site until after 10 days have passed since symptoms first appeared AND at least 24 hours with no fever without fever-reducing medication AND other symptoms of COVID-19 are improving, or as directed by a healthcare provider. This is the CDC's guidance as of the date of this letter. It is your responsibility to ensure you're following the most recent guidance issued by the CDC for returning to work after COVID-19.

An individual who comes in close contact with someone who has tested positive or is presumed positive for COVID-19 shall not return to the MPHA job site until completing a 14-day quarantine as measured from the last day of exposure to COVID-19, or as directed by a healthcare provider. If symptoms develop, the individual should continue to stay home and follow the steps outlined in the paragraph immediately above.

Hygiene

Basic infection prevention measures are being implemented at our sites.

All individuals need to **wash their hands** for at least 20 seconds with soap and water frequently throughout the day especially at the beginning and ending of their shift, prior to any mealtimes and after using the washroom. All individuals are required to wash or **sanitize their hands** prior to or immediately upon entering the facility. If gloves are worn, hands must be washed or sanitized after gloves are removed. If soap and water are not available, they need to use hand sanitizer that contains at least 60 to 95% alcohol.

All individuals are being instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing, and to avoid touching their face, particularly their mouth, nose and eyes, with their hands. Individuals are expected to dispose of tissues in provided trash receptacles and wash or sanitize their hands immediately afterward.

Inform individuals not to share phones, tools, utensils etc. If an item must be shared, the individual needs to use a disinfectant wipe to clean the item prior to sharing.

PPE

The proper personal protective equipment including goggles, face shields, disposable gloves, N95/K95 masks or face coverings must be worn that is appropriate for the situation and task at hand while complying with industry, local, state and federal guidance. Please do not share PPE equipment. Any person that must enter an occupied unit is required to wear a N95/K95 and face shield or goggles and gloves. Anyone in a public area of a MPHA facility must wear a face covering/mask.

Ensure used PPE is disposed of properly.

Physical Distancing – People must be at least six-feet apart when feasible

We understand that physical distancing is not always feasible especially during construction. When it is feasible, individuals need to maintain a distance of 6 feet or more from co-workers, MPHA’s residents MPHA’s employees, guests and visitors. This includes at lunch, breaks, entering and leaving the worksite, the use of elevators and stairs. Current guidance suggests that not only distancing but also the amount of time in close quarters has an impact on safety.

Cleaning/Disinfecting Protocol

Regular practices of cleaning and disinfecting is important part of the plan. Your employees will need to take the time to disinfect high touch areas. If your employee is in an occupied unit, they must disinfect the surfaces they may touch prior to conducting their work and again after the work is completed. It is imperative that they clean and disinfect anything that they may have touched prior to leaving the unit. Dispose of hand towels, tissue, wipes, etc. in appropriate receptacles.

Minnesota COVID 19 Preparedness Plan

If requested, you must present the COVID-19 Preparedness Plan for your organization required by the State of Minnesota.

MPHA appreciates your extra attention during this mutually difficult period. As always, we value your partnership as we work together to improve the lives of those we serve.

Acknowledgement: By my signature, I acknowledge that I have read, understand and agree with the requirements stated in this document. I understand that the organization that I am representing will be held accountable for educating the employees of the requirements and expectations. I certify that the organization has prepared the COVID-19 Preparedness Plan required by the State of Minnesota.

Signature _____ **Date** _____
Printed Name: _____ **Title:** _____
Company: _____

VISITOR AND EMPLOYEE HEALTH SCREENING CHECKLIST



CONDUCT HEALTH SCREENING EACH TIME EMPLOYEES OR VISITORS ENTER THE FACILITY.

You may also opt to conduct temperature screening if it can be done with proper social distancing, protection, and hygiene protocols. However, temperature screening is not required.

If a worker or visitor answers “Yes” to any of the screening questions, they should be advised to go home, stay away from other people, and contact their health care provider.

Have you had any of the following symptoms since your last day at work or the last time you were here that you cannot attribute to another health condition?

Please answer “Yes” or “No” to each question. Do you have:

- Fever or feeling feverish?
- Chills?
- A new cough?
- Shortness of breath?
- A new sore throat?
- New muscle aches?
- New headache?
- New loss of smell or taste?

SECTION 3 WORKER CERTIFICATION FORM (24 CFR §75)
(Public Housing Financial Assistance Programs Only)



PART I: EMPLOYEE INFORMATION (to be completed by the worker)

Name:	Hiring Priority (check the applicable box)				
Address:	<input type="checkbox"/> P1: Resident of MPHA's public housing project where the work is performed;				
	<input type="checkbox"/> P2: Residents of other projects managed by MPHA;				
	<input type="checkbox"/> P3: Participants in YouthBuild programs; and				
	<input type="checkbox"/> P4: Other low- and very low-income person residing within the Minneapolis metropolitan area.				
Phone Number:	Email Address:				
Gender:	Age Group:	18-24 <input type="checkbox"/>	25-34 <input type="checkbox"/>	35-44 <input type="checkbox"/>	45-64 <input type="checkbox"/>
How did you hear about the job?	Are you a Trade Union member? If yes, state: Name: _____ Enrollment Date: _____				

SECTION 3/TARGETED SECTION 3 WORKER INFORMATION

- 1. Based on the below definition, do you qualify as a Section 3 Worker?** Yes No
Section 3 Worker means any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
- The worker's income for the previous or annualized calendar year is below the income limit established by HUD (*maximum of \$55,950 per worker in 2021. See <https://mphaonline.org/> for more information*).
 - The worker is employed by a Section 3 business concern.
 - The worker is a YouthBuild participant.
- 2. Based on the below definition, do you qualify as a Targeted Section 3 Worker?** Yes No
A Targeted Section 3 worker for public housing financial assistance is a Section 3 worker who:
- A worker employed by a Section 3 business concern; or
 - 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.

By signing below, I hereby certify and declare under penalty of perjury under the laws of the United States and the State of Minnesota that the above information is true and correct, and further agree to provide the Minneapolis Public Housing Authority with documentation verifying my Section 3 eligibility upon request.

Worker Signature: _____ **Date:** _____

PART II: EMPLOYER AND PROJECT INFORMATION (to be completed by the employer)

Employer Name:	MPHA Contract Number and Project Description:	Total Hours Worked by this Worker on this Project:
Work Location:	Position/Job Title:	Pay Rate:
Permanent: YES <input type="checkbox"/> NO <input type="checkbox"/>	Hire Date:	End Date:
Does your business qualify as a Section 3 Business based on definition in 24 CFR Part 75.5? YES <input type="checkbox"/> NO <input type="checkbox"/>		

By signing below, I hereby certify and declare under penalty of perjury under the laws of the United States and the State of Minnesota that, based upon Company's payroll records and personnel file, the information provided above is true and correct, and that I am authorized on behalf of the Company to make this certification.

Employer Contact Name: _____ **Tel/Email:** _____

Signature: _____ **Date:** _____

MPHA has determined the disclosure of this document, which includes the home address and private financial information of a public housing resident, would constitute an unwarranted invasion of personal privacy per Government Code section 6254(c), and therefore exempts this record from disclosure under the Minneapolis Public Records Act.



SECTION 3 COMPLIANCE REPORT FORM

(Public Housing Financial Assistance Programs)

REPORT DATE: _____

VENDOR NAME	PROJECT DESCRIPTION	MPHA CONTRACT NUMBER
Point of Contact / Title	Telephone	E-mail
Work /Project Start Date	Work/Project End Date	Notes

This form should be completed by all vendors, contractors and service providers who have a contract with the Minneapolis Public Housing Authority that is subject to Section 3 requirements per 24 CFR Part 75 and/or MPHA’s Section 3 Policy and Compliance Plan. **Complete this form in its entirety, and attach the following supporting documentation: Section 3 Worker and Targeted Section 3 Worker Certification forms, payroll information supporting labor hour benchmark data, certification that you followed order of hiring priority, evidence of qualitative efforts made to comply with Section 3 and other supporting documents as applicable.**

You may attach a letter to this report if needed to further state your efforts, achievements or obstacles encountered.

Submit this form at completion of your work or by the 5th of each quarter (April, July, October, January) for work completed in the previous quarter, unless agreed otherwise with the Section 3 Compliance Administrator. Questions and assistance with requirements and reporting can be sent to LCreamer@mplspha.org

GENERAL GUIDANCE AND DEFINITIONS

Section 3 of the Housing and Urban Development Act of 1968 (codified at 12 U.S.C. 1701u and implemented at 24 CFR Part 75, hereinafter, "Section 3"), as amended, requires that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development (“HUD”) financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, or residents of the community in which the Federal assistance is spent.

Section 3 Worker means;

Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD. (Note: Income is considered for the worker only and not based on household)
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

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.

BENCHMARK GOALS

1. **25 percent** or more of the total number of labor hours worked by all workers on the project employed with public housing financial assistance in MPHA's fiscal year are **Section 3 Workers**; and
2. **5 percent** or more of the total number of labor hours worked by all workers on the project employed with public housing financial assistance in MPHA's fiscal year are **Targeted Section 3 Workers**.

HUD INCOME LIMITS

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. Most recent HUD income limits may be obtained from:

<https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn>

Income Eligibility Guideline: FY 2021 Minneapolis HUD Income Limits Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area

Very Low (50%) Income Limit	No more than \$ 36,750 or
Low (80%) Income Limit	No more than \$ 55,950

Note: a Section 3 worker can be either a very low or low-income individual.

HIRING PRIORITIES

Employment and training opportunities created by **public housing financial assistance** shall be given to Section 3 Workers in the following order of priority:

- **P1:** To residents of the public housing projects for which the public housing financial assistance is expended;
- **P2:** To residents of other public housing projects managed by MPHA or for residents of Section 8-assisted housing managed by MPHA;
- **P3:** To participants in YouthBuild programs; and
- **P4:** To low- and very low-income persons residing within the metropolitan area in which the assistance is expended.

Part I: WORKFORCE COMPOSITION

Total Number of <u>All Workers</u> who worked on the Project	Total Number of <u>Section 3 Workers</u> who worked on the Project	Total Number of <u>Targeted Section 3 Workers</u> who worked on the Project

Part II: LABOR HOUR BENCHMARKS (25% and 5% goal)

Report labor hours worked on this project broken down by ALL Workers, Section 3 Workers and Targeted Section 3 Workers.

Labor Hours on the Project for <u>ALL Workers</u>	Labor Hours on the Project for <u>Section 3 Workers</u>	Labor Hours on the Project for <u>Targeted Section 3 Workers</u>

Attach documents supporting the data provided in this section and check the boxes below:

- LCP Tracker report certifying labor hours worked
- Other salary-based or time-and-attendance payroll records certifying labor hours

Part III: SUBCONTRACTORS

Did you have any subcontractors who performed work on this contract?

- YES** **NO** (If **yes**, complete the table below and attach this same report form for each of the subcontractors to identify their hiring and labor hours)

Subcontractor Name	Trade	Subcontract Amount	Start Date	End Date	Business Certification (MBE, WBE, SBE, Section 3)

Part IV: QUALITATIVE EFFORTS (24 CFR Part 75.15)

Check the boxes that apply to demonstrate your good faith efforts to satisfy your section 3 obligations.

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers, including notifying MPHA’s Section 3 team, posting job openings at the job site, HUD Opportunity Portal, social media pages, contacting Resident Advisory Councils, and other platforms;
- Contacted agencies administering Minneapolis YouthBuild Programs, and requesting their assistance in recruiting Minneapolis YouthBuild Program participants for training opportunities and employment positions;
- Consulted with state and local agencies administering training programs, such as those funded through Workforce Investment Act, unemployment compensation programs, community organizations and other officials or organizations to assist with training and recruiting Section 3 Workers and TargetedSection 3 Workers;
- Held job fairs;
- Provided or connecting Section 3 Workers and Targeted Section 3 Workers with assistance in seeking employment, including: drafting resumes, preparing for interviews, and finding job opportunitiesconnecting residents to job placement services;
- Provided or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care);
- Assisted Section 3 Workers to obtain financial literacy training and/or coaching;
- Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
- Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts;Divided contracts into smaller jobs to facilitate participation by Section 3 Business
- Concerns; Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns;
- Promoted use of Section 3 Business Registries designed to create opportunities for Section 3, disadvantaged and small businesses.

Part V: NOTES AND COMMENTS (If needed, attach additional sheets)

By signing below, I hereby certify and declare under penalty of perjury under the laws of the United States and the State of Minnesota that the information provided on this form, as well as all documentation provided in support thereof, are true and correct, and that I am authorized on behalf of the Company to make this certification. Furthermore, I certify that I will maintain this documentation for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200. I will make these records available to MPHA and/or HUD upon request.

Signature

Name and Title

Date

ADDITIONAL GUIDANCE FOR CONTRACTORS AND VENDORS

RECORDKEEPING: 24 CFR Part 75.31

Contractors, subcontractors and other recipients or sub-recipients must maintain documentation to ensure that workers meet the definition of a Section 3 Worker or Targeted Section 3 Worker as follows:

For a worker to qualify as a Section 3 worker, one of the following must be maintained:

1. A worker's self-certification that their income is below the income limit from the prior
2. calendar year;
3. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
4. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
5. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
6. An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a Targeted Section 3 worker, under Public Housing Assistance Programs one of the following must be maintained:

1. A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
2. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
3. An employer's certification that the worker is employed by a Section 3 business concern; or
4. A worker's certification that the worker is a YouthBuild participant.

OTHER

- A contractor/vendor may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.
- Income limits are individual and not household.
- MPHA's Section 3 Worker Certification Form can be used to establish eligibility as a Section 3 Worker and Targeted Section 3 Worker.
- To calculate the labor hour benchmark, see the graphics below:



- See HUD's Section 3 Regulation codified at 24 CFR Part 75, Labor Hour Benchmarks and FAQ at <https://mphaaonline.org/careers/section-3/>
- Questions about MPHA's Section 3 program or completing this form can be directed to MPHA's Section 3 Coordinator at LCreamer@mplspha.org

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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.

(ii) Additional Classifications.

- (A) 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 and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee 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. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such 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 clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** 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 the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) 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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Notice of Civil Rights Rules and Regulations

This notice advises City of Minneapolis developers and contractors¹, working on City development contracts², of their commitments under Minneapolis Code of Ordinances section 139.50. All contractors must comply with all provisions of Minneapolis Code of Ordinances Title 7 and with all rules and regulations issued by the Minneapolis Department of Civil Rights (“MDCR”) director. Contractors will be subject to a pre-award compliance review. Failure to cooperate may preclude use of City funds.

1. **Non-Discrimination:**³ The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (over the age of 25), marital status, or status with regard to public assistance. The contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include but are not limited to the following: Hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. **Equal Employment Opportunity/Affirmative Action Employer:** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that it is an equal opportunity or affirmative action employer.
3. **Affirmative Action Plan:** The developer must have an Affirmative Action Plan approved by MDCR before it may enter into a contract over \$100,000 with the City.
4. **Small and Underutilized Business Program (SUBP):** Contractor must comply with the SUBP program, including, but not limited to, making a good faith effort to meet the Minority-Owned Business Enterprises and Women-Owned Business Enterprises goals established on the project.
5. **Employment Goals:**⁴ The contractor must make a good faith effort to meet the City’s aspirational construction workforce goals of **20%** female participation and **32%** minority participation.
6. **Prevailing Wage:**⁵ Contractor must comply with prevailing wage laws on the project.
7. **HUD Section 3:**⁶ Contractor must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Contractors must incorporate the Section 3 Clause into all subcontracts and to the greatest extent feasible, ensure that employment and other economic activities be directed to low income persons.
8. **Posting Requirement:** The contractor must provide this notice to its trade and labor union or representative of workers and shall post the notice in conspicuous places available to employees and applicants for employment.

¹ Contractor is defined in the Minneapolis Code of Ordinances, Chapter 423.30.

² Development Contract is defined in the Minneapolis Code of Ordinances, Chapter 139.20.

³ Acts of discrimination are defined in the Minneapolis Code of Ordinances, Chapter 139.

⁴ See Request for City Council Committee Action, Adopted March 21, 2012; incorporated into section 139.50 as a rule issued by the MDCR director.

⁵ See Minneapolis Code of Ordinances section 24.220, CPED Prevailing Wage Policy (adopted by City Council June 8, 2004), and Davis-Bacon and Related Acts; enforcement authority has been delegated to MDCR.

⁶ Applicable when certain **federal funds** are utilized - See 24 CFR Section 135.38; enforcement authority has been delegated to MDCR.

City of Minneapolis
Small and Underutilized Business Enterprise Program
Special Provisions for Development Projects
MPHA Scattered Site Family Expansion

I. Overview

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"). This is accomplished through the Small and Underutilized Business Program ("SUBP") as detailed in the Minneapolis Code of Ordinances Chapter 423. SUBP applies to any development project receiving a subsidy through the City of over \$175,000. SUBP goals are set on projects based on the project scope, subcontracting opportunities and availability of eligible MBEs/WBEs.

The City has set the following SUBP goals to facilitate participation of MBEs/WBEs on this project:

COMBINED 5% MBE and WBE

Only eligible MBEs/WBEs count towards the SUBP goals. An eligible MBE/WBE is:

1. Certified as a Disadvantaged Business Enterprise (DBE). This is the only MBE/WBE certification accepted by the SUBP.
2. Located within the City's marketplace.¹
3. DBE-certified within the scope of work that they will perform.
4. Performing a commercially useful function on the contract. An MBE/WBE performs a commercially useful function when it executes a distinct element of work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

Firms that are DBE-certified as both 'MBE' and 'WBE' will count toward the 'MBE' goal only.

A developer's contractor should search for DBE-certified MBE and WBE firms using the Minnesota Unified Certification Program (MnUCP) directory, here: <http://mnucp.metc.state.mn.us/>.²

II. Good Faith Efforts Evaluation

The developer's contractor must either meet the goals listed above or demonstrate a Good Faith Effort to do so. A Good Faith Effort means that the developer's contractor made *every necessary and reasonable effort* to subcontract with MBEs/WBEs prior to subcontractor bidletting.

To determine if the developer's contractor demonstrated good faith efforts to meet the SUBP goals, the following list of *eight factors* may be considered:

1. Soliciting through all reasonable and available means (attendance at pre-bid meetings, advertising and/or written notices) the interest of all eligible MBEs/WBEs certified in the scopes of work of the contract. The developer's contractor must solicit MBEs/WBEs in sufficient time prior to bid opening or the proposal deadline to allow MBEs/WBEs to respond to solicitations. The developer's contractor must

¹ The City's marketplace includes only the Minnesota counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Le Sueur, Mille Lacs, Ramsey, Scott, Sherburne, Sibley, Washington, Wright, and the Wisconsin counties of Pierce and St. Croix.

² If a developer's contractor identifies a business that is not yet certified, but may qualify for certification as MBE or WBE, the developer's contractor should encourage the business to immediately begin the application process for certification with the MNUCP. The developer's contractor should include this in their Good Faith Efforts documentation.

determine with reasonable certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up on initial solicitations.

2. Selecting portions of the work to be performed by eligible MBEs/WBEs in order to increase the likelihood that the project goals will be achieved. This includes, where appropriate, breaking out contract work into smaller units to facilitate MBE/WBE participation, even when a developer's contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested eligible MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. The developer's contractor must negotiate in good faith with interested eligible MBEs/WBEs and provide written documentation of such negotiation with each such business.
5. A developer's contractor should consider a number of factors in negotiating with potential MBE/WBE subcontractors and should take into consideration an eligible MBE or WBE's price and capabilities and scheduling, as well as established contract goals. However, the fact that there may be some additional costs involved in finding and using eligible MBEs/WBEs is not in itself sufficient reason for failure to meet the established MBE/WBE goals, as long as such costs are reasonable. The ability or desire to perform the work of a contract with its own organization does not relieve the developer's contractor of the responsibility to make good faith efforts. The developer's contractor(s) are not, however, required to accept higher quotes from eligible MBEs/WBEs if the price difference is excessive or unreasonable.
6. The developer's contractor must offer information regarding and make reasonable efforts to assist solicited eligible MBEs/WBEs in obtaining bonding, lines of credit or insurance as required by the City, the developer, or by the developer's contractor, provided that the developer's contractor need not provide financial assistance toward this effort.
7. Effectively using the services of minority/woman community organizations; minority/woman contractors' groups; local, state and federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the solicitation and placement of MBEs/WBEs.
8. Whether the apparent successful developer's contractor, or its subcontractors, met or exceeded the average eligible MBE/WBE participation obtained by others responding to the same solicitation.

III. Required Documentation

The developer's contractor must thoroughly document its efforts to solicit and incorporate MBE/WBE participation to meet the SUBP goals. The following documents must be submitted after subcontractor bidletting and prior to closing on the City subsidy:

1. *Contract Compliance Information Management System (CCIMS/B2GNow)*: The Prime Contractor will be required to submit a utilization plan into CCIMS when requested by Contract Compliance staff by the due date indicated. MBE and WBE firms will be required to confirm their participation in CCIMS before the utilization plan can be approved. If both or one of the MBE/WBE goals is not met, then a "waiver" (also referred to as a Good Faith Effort) will be requested. The following documents will be considered as part of the waiver request.
2. *Bidders and Solicitation List*: Must include all subcontractors, sub-consultants, service providers or suppliers that were solicited. It also indicates which MBE/WBE firms the developer's contractor intends to use.
3. *Supporting Documentation to Demonstrate Good Faith Efforts*: The developer's contractor must submit documentation evidencing the efforts taken to achieve the SUBP goals. The information may include, but is not limited to, copies of solicitation emails, copies of bids for all MBE/WBE firms, copies of bids for awarded non-W/MBE firms, bids received, faxes, and phone call logs.
4. *Good Faith Efforts Checklist*: A checklist based on the *eight factors* that may be considered in determining whether MBE and WBE participation was solicited in good faith. The developer's contractor must use the checklist during subcontractor bid solicitation to demonstrate the efforts that were made.

The developer's contractors who have been previously designated as high risk by the Minneapolis Director of Civil Rights may be required to submit additional documentation.

IV. Post-Award Substitutions

The developer's contractors shall not substitute, reduce participation of, or eliminate any MBE/WBE subcontractor listed in CCIMS without the prior written approval of MDCR. The developer's contractor must make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform with another MBE/WBE to perform the same scope of work. A developer whose contractor substitutes, reduces participation of, or removes an MBE/WBE subcontractor listed in the CCIMS without prior written approval shall be subject to a fine of up to \$10,000.00 per violation or any of the penalties listed in Section V below.

V. Penalties for Non-Compliance

Compliance with SUBP is a material condition of the City's subsidy contract. If a developer, developer's contractor, subcontractor, supplier, vendor or subrecipient does not make a good faith effort to fulfill its obligations under SUBP, or fails to materially comply with the provisions of Minneapolis Code of Ordinances Chapter 423, the City may take the following actions wholly, partly, or in any combination:

- a) Temporarily withhold disbursements of City-provided funds pending correction of the deficiency.
- b) Permanently withhold payment for all or part of the activity not in compliance if the deficiency cannot be corrected, or the entity refuses to correct the deficiency.
- c) Suspend or debar the noncompliant developer, developer's contractor, subcontractor, supplier or vendor as ineligible for all current or potential contracts with the City or supported by City funds.
- d) Designate the noncompliant developer, developer's contractor, subcontractor, supplier or vendor as high-risk for future contracts and require of the developer, developer's contractor, subcontractor, supplier or vendor increased reporting requirements, mandatory audits and similar measures.

These penalty provisions and the provisions of section IV shall be fully incorporated into all contracts and shall be enforceable by the City against any developer, developer's contractor, subcontractor, supplier, vendor, or subrecipient who fails to materially comply with SUBP.

Please review Minneapolis Code of Ordinances Chapter 423 for more information or contact the City of Minneapolis Department of Civil Rights at (612) 673-3012 or contractcompliance@minneapolismn.gov

"General Decision Number: MN20220019 03/25/2022

Superseded General Decision Number: MN20210019

State: Minnesota

Construction Type: Residential

County: Hennepin County in Minnesota.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* CARP0322-019 05/03/2021

	Rates	Fringes
CARPENTER (Including Wood Frame Construction).....	\$ 38.72	20.09

ELEC0292-021 05/08/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 47.94	25.93

ENGI0049-059 05/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 2.....	\$ 34.85	15.95
GROUP 3.....	\$ 33.44	15.95
GROUP 4.....	\$ 33.10	15.95
GROUP 5.....	\$ 32.93	15.95
GROUP 6.....	\$ 31.42	15.95
GROUP 7.....	\$ 30.30	15.95
GROUP 8.....	\$ 28.29	15.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 2: Grader/Blade

GROUP 3: Dragline

GROUP 4: Backhoe

GROUP 5: Bulldozer, Curb Machine, Forklift, Loader over 1 cu yd, Mechanic, Roller, Scraper, Tractor over D2.

GROUP 6: Loader up to 1 cu yd, Tractor D2 or similar size.

GROUP 7: Self Propelled Vibrating Packer.

GROUP 8: Oiler.

IRON0512-001 05/03/2021

	Rates	Fringes
IRONWORKER (STRUCTURAL).....	\$ 39.35	31.80

LAB00563-044 05/01/2012

	Rates	Fringes
LABORER		
Group 1.....	\$ 28.46	15.82
Group 2.....	\$ 28.96	15.82

LABORERS CLASSIFICATIONS

GROUP 1 - Common or General Laborer, Asphalt Raker, Mason Tender (Brick, Cement/Concrete), Plaster Tender, Top Person

GROUP 2 - Bottom Person, Mason Tender (Brick, Cement/Concrete), Pipelayer

PAIN0386-020 05/01/2012

	Rates	Fringes
PAINTER (SPRAY).....	\$ 31.45	17.85

PLUM0015-001 05/01/2021

	Rates	Fringes
PLUMBER.....	\$ 51.24	27.46

FOOTNOTE:
Paid Holiday: Labor Day

ROOF0096-054 05/01/2021

	Rates	Fringes
ROOFER.....	\$ 40.20	20.05

FOOTNOTE: Paid Holiday - Labor Day

SHEE0010-004 05/01/2017

	Rates	Fringes
SHEET METAL WORKER.....	\$ 30.11	18.88

FOOTNOTE: Paid Holiday: Labor Day

* SUMN2009-056 07/27/2009

	Rates	Fringes
LABORER: Landscape.....	\$ 11.50 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

City of Minneapolis Small and Underutilized Business Program (SUBP)

MPHA Family Expansion Scattered Site Apartments

This report lists MBEs and WBEs that have been certified by the Minnesota Uniform Certification Program (MnUCP) in scopes of services relevant to this project. If additional scopes of services are identified, the MnUCP online directory (<http://mnucp.metc.state.mn.us/>) should be utilized to find additional certified MBEs and WBEs in those scopes.

The scopes of services are categorized using the North American Industry Classification System (NAICS). For definitions and more information about NAICS Codes visit the U.S. Census Bureau (<http://www.census.gov/eos/www/naics/>).

NAICS CODE: 238110 Poured Concrete Foundation and Structure Contractors							
Company	Contact	Email	Phone	Fax	MBE	WBE	
A TO Z CONSTRUCTION & MASONRY LLC	ZIVAN ROBINSON	ZIVAN@ATOZCONSTRUCTIONMASONRY.COM	612-695-9151		Yes	No	
ACTION CONSTRUCTION TRANSPORTATION LLC DBA ACTION CONSTRUCTION SERVICES	ROSE, JOHNATHAN	INFO@ACTIONCONSTRUCTIONSVCS.COM	612-269-8594		Yes	No	
AMANI CONSTRUCTION AND RENOVATIONS LLC	KURIA, JENNIFFER	JKURIA@AMANICONSTRUCTION.COM	612-232-7264		Yes	Yes	
BIG TOP CONTRACTING LLC	WILLIAMS, ALFONZO	BIGTOPCONTRACTING@GMAIL.COM	952-454-6328	763-303-3846	Yes	No	
BOOKER CONSTRUCTION INC	EMMETT C BOOKER	booker_construction@yahoo.com	651-644-1026	651-644-3646	Yes	No	
BUILDING CODE TECH	SACKEY, EMMANUEL	EMMANUEL@BUILDINGCODETECH.COM	612-919-4768	800-917-7182	Yes	No	
C OLSON CONCRETE INC	OLSON, ANDREA	ANDREA@COLSONCONCRETE.COM	763-498-8095	763-498-5426	No	Yes	
E-CON-PLACER INC	TOUSIGNANT, RICHARD	DICKT@ECONPLACER.COM	651-452-1183	651-688-7820	Yes	No	
JL THEIS INC	THEIS, JAMIE	JAMIE@JLTHEIS.COM	952-492-3888	952-492-3007	No	Yes	
M&M CONSTRUCTORS LLC	SHERI MONSON	MMCONSTRUCTORS@OUTLOOK.COM	763-244-5648		No	Yes	
NADEAU COMPANIES LLC	NADEAU, SHONNA	NADEAU@EMBARQMAIL.COM	651-438-8692	651-438-2963	No	Yes	
NATIVE CONCRETE & MASONRY INC	CHARLES MONETTE	CMONETTE2004@MSN.COM	612-597-0421	763-432-2152	Yes	No	
PARAGON RESTORATION II INC	PARK, STACY	brandon.thiele@paragonrestoration2.com	952-435-4354	952-435-2633	No	Yes	
PRIDE CLEANUP LLC DBA LOOKOUT FLAGGING SERVICES	PRIDE, JOHN D	JD@PRIDECLEANUP.COM	612-306-3901		Yes	No	
QUALITY CUTTING AND CORING INC	LANDRUS, KARI	OFFICE@QUALITYCUTTING.NET	763-785-9605	763-767-8525	No	Yes	
RESTORATION & CONSTRUCTION SERVICES LLC	DIRKSEN, MATTHEW	MATTHEWD@RCSMN.COM	320-260-1202		Yes	No	

WENDT MASONRY INC	WENDT, KALYNN	KWENDT@WENDTMASONRY.COM	763-443-9175		No	Yes
NAICS CODE: 238120 Structural Steel and Precast Concrete Contractors						
Company	Contact	Email	Phone	Fax	MBE	WBE
AM-TEC DESIGNS	SUTTON, CONNIE	CSUTTON@AM-TEC.NET	651-433-2339	651-433-5363	No	Yes
BALD EAGLE ERECTORS INC	BICE, DAVID	DAVE@BALDEAGLEERECTORS.COM	651-405-9050	651-405-9057	Yes	No
CAMELOT METALS INC	KUDEBEH, SARAH J	SARAH@CAMELOTMETALS.COM	651-636-3450	651-636-3841	No	Yes
HIGH FIVE ERECTORS II INC	THOMPSON, TARA	TTHOMPSON@HIGHFIVEERECTORS.COM	952-496-4000	952-496-1650	No	Yes
J & L OF AMERICA INC DBA J & L STEEL ERECTORS	LOEWEN, LOUANNE	LOUANNE@JLSTEEL.US	612-360-1462		No	Yes
JML FABRICATION LLC	LACKORE, MARGO	MARGO@JMLFABRICATION.COM	612-444-3025	651-460-3647	Yes	Yes
RESTORATION & CONSTRUCTION SERVICES LLC	DIRKSEN, MATTHEW	MATTHEWD@RCSMN.COM	320-260-1202		Yes	No
TOP IRON REINFORCING, INC.	PORTER, THERESA	TOPIRONREINFORCING@GMAIL.COM	651-762-5724	651-762-5724	No	Yes
WOODY'S REBAR CO INC	GUNDERSON, HEIDI	WOODYSREBAR@HOTMAIL.COM	651-407-7212	651-777-5177	No	Yes
NAICS CODE: 238130 Framing Contractors						
Company	Contact	Email	Phone	Fax	MBE	WBE
BANKS CONSTRUCTION LLC	BANKS, JAFARI	JBANKSCONSTRUCTION@GMAIL.COM	612-805-5285	763-432-7344	Yes	No
BOGAR CONSTRUCTION CO LLC	SMITH, MARVIN	INFO@BOGARCONSTRUCTION.COM	612-327-6362	612-866-4799	Yes	No
BUILDERS CARPENTRY LLC	BROWN, ANGELA	BUILDERSCARPENTRY@COMCAST.NET	651-983-7296	952-666-2186	Yes	No
GENERATION ONE CONTRACTING LLC DBA MORRIS CONSTRUCTION LLC	MORRIS, VOLDEE	VOLDEE@MORRISBUILD.COM	612-272-4428	651-429-2533	Yes	No
HOMSAVVY INC	NNADI, JUDE	HOMSAVVY@GMAIL.COM	763-568-4638		Yes	No
MCC INDUSTRIES DBA KMS CONSTRUCTION	MCCRILEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
MCC INDUSTRIES DBA KMS AIR DUCT CLEANING	MCCRILEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
MCC INDUSTRIES DBA KMS APPLIED SHEETMETAL DESIGN	MCCRILEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
RELIABLE PROPERTY MAINT & HOME SVC LLC	WASHINGTON, ALEANE	RPMHS24@GMAIL.COM	612-272-7618		Yes	No
STRESS FREE CONTRACTING LLC	WILLIAMS, LAVAR	STRESSFREEMOVING96@YAHOO.COM	817-305-3800		Yes	No
THE MARTINEZ GROUP LLC DBA PCR BUILDS	MARTINEZ, JOSE	JOSE@PCRBUILDS.COM	651-338-5146	651-123-4567	Yes	No
TROTT-BINNS CONSTRUCTION LLC	TROTT-BINNS, TAMIKO	TROTTBINNSCONSTRUCTION@GMAIL.COM	651-492-5632		Yes	Yes

UNIQUE CONTRACTING SERVICES CORP	PEREZ, ANGEL	ANGELPEPPY1@IZOOM.NET	763-218-9385	763-262-1151	Yes	No
NAICS CODE: 238140 Masonry Contractors						
Company	Contact	Email	Phone	Fax	MBE	WBE
A TO Z CONSTRUCTION & MASONRY LLC	ZIVAN ROBINSON	ZIVAN@ATOZCONSTRUCTIONMASONRY.COM	612-695-9151		Yes	No
ACTION CONSTRUCTION TRANSPORTATION LLC DBA ACTION CONSTRUCTION SERVICES	ROSE, JOHNATHAN	INFO@ACTIONCONSTRUCTIONSVCS.COM	612-269-8594		Yes	No
BOOKER CONSTRUCTION INC	EMMETT C BOOKER	booker_construction@yahoo.com	651-644-1026	651-644-3646	Yes	No
BUILDING CODE TECH	SACKEY, EMMANUEL	EMMANUEL@BUILDINGCODETECH.COM	612-919-4768	800-917-7182	Yes	No
D A DISTRIBUTION INC DBA BOULDER CREEK STONE AND CONDOR FIREPLACE AND STONE	STARKWEATHER, GLENDA	GLENDA@CONDORFIREPLACE.COM	763-786-2341		No	Yes
DOMINIONAIRE CONTRACTING INC	GRIFFIN, VERTRICE	ROBERTG@DOMINIONAIRECONTRACTING.COM	763-220-8662	763-220-8710	Yes	Yes
JL THEIS INC	THEIS, JAMIE	JAMIE@JLTHEIS.COM	952-492-3888	952-492-3007	No	Yes
NATIVE CONCRETE & MASONRY INC	CHARLES MONETTE	CMONETTE2004@MSN.COM	612-597-0421	763-432-2152	Yes	No
NUANCE LAND DEVELOPMENT LLC DBA NUANCE DESIGN	ELIZABETH (ELISE) ANN TAGG	ELISETAGG@GMAIL.COM	612-759-0993		No	Yes
QUAD E COMPANIES INC	ENNENGA, ELIZABETH	ELIZABETH.ENNENGA@QUADECOMPANIES.COM	612-462-0629	952-242-0689	No	Yes
RELIABLE PROPERTY MAINT & HOME SVC LLC	WASHINGTON, ALEANE	RPMHS24@GMAIL.COM	612-272-7618		Yes	No
RRI MASONRY & CONSTRUCTION LLC	ROSS, ROBERT	ROBERTROSS91@AOL.COM	651-231-2847	651-489-4616	Yes	No
WENDT MASONRY INC	WENDT, KALYNN	KWENDT@WENDTMASONRY.COM	763-443-9175		No	Yes
NAICS CODE: 238160 Roofing Contractors						
Company	Contact	Email	Phone	Fax	MBE	WBE
ACTION CONSTRUCTION TRANSPORTATION LLC DBA ACTION CONSTRUCTION SERVICES	ROSE, JOHNATHAN	INFO@ACTIONCONSTRUCTIONSVCS.COM	612-269-8594		Yes	No
AD GREENROOF LLC	DURHMAN, ANGIE	ANGIE@ADGREENROOF.COM	612-327-2953		No	Yes
ADVANCED DESIGN CONTRACTING LLC	HACKETT, PERRY FOSTER III	FOSTER@ADCMN.NET	651-340-1164	651-770-0097	Yes	No
BOGAR CONSTRUCTION CO LLC	SMITH, MARVIN	INFO@BOGARCONSTRUCTION.COM	612-327-6362	612-866-4799	Yes	No
BUILDERS ALLIANCES INC	SPEESE, DONALD	DONALDS@BUILDERSALLIANCEINC.COM	612-462-6239		Yes	No
CAMACHO CONTRACTORS INC DBA INDUSTRIAL ROOFING	CAMACHO, CATHRYN	CCAMACHO@CAMACHOCONTRACTORS.COM	612-331-7622	612-331-7629	Yes	Yes

EMERGE CONSTRUCTION LLC	MYLES, LESLIE	MYLES644@GMAIL.COM	612-282-0522	612-870-2814	Yes	Yes
M.L. BEASLEY ROOFING INC	MAURICE BEASLEY	mlb.mgmt@gmail.com	651-363-7058		Yes	No
MIDWEST SELECT CONTRACTING LLC	MCKENZIE, EDNA	EDNA@MIDWESTSELECTCONTRACTING.COM	612-207-4986		Yes	Yes
MINNE-MEX CONSTRUCTION	BETANCOURT, IVAN	marque@minnemex.com	612-990-5435		Yes	No
NEWGEN BUILDER INC	RASUGU, WALLACE	WALLACE@NEWGENBUILDERSINC.COM	952-221-2304		Yes	No
RELIABLE PROPERTY MAINT & HOME SVC LLC	WASHINGTON, ALEANE	RPMHS24@GMAIL.COM	612-272-7618		Yes	No
S.G.O. ROOFING & CONSTRUCTION LLC	OLSON, JUDITH	SGOROOFFING@SGOROOFFING.NET	952-469-8560	952-469-6730	No	Yes
SPEC 7 GROUP LLC	KATHY WICKSTROM	KWICKSTROM@SPEC7GROUP.COM	763-434-3244		No	Yes
THE MARTINEZ GROUP LLC DBA PCR BUILDS	MARTINEZ, JOSE	JOSE@PCRBUILDS.COM	651-338-5146	651-123-4567	Yes	No
TOP-ALL ROOFING INC	HAGEN, VICKI	TORI@TOPALLROOFING.COM	651-291-7663	612-919-6945	No	Yes

NAICS CODE: 238170 Siding Contractors

Company	Contact	Email	Phone	Fax	MBE	WBE
ADDOUN BROS CONSTRUCTION CO DBA ABC CO	SAMIR ADDOUN, MOHAMMED	ADDOUNBROSCONSTRUCTIONCO@GMAIL.COM	612-644-9998		Yes	No
ADVANCED DESIGN CONTRACTING LLC	HACKETT, PERRY FOSTER III	FOSTER@ADCMN.NET	651-340-1164	651-770-0097	Yes	No
M.L. BEASLEY ROOFING INC	MAURICE BEASLEY	mlb.mgmt@gmail.com	651-363-7058		Yes	No
MINNE-MEX CONSTRUCTION	BETANCOURT, IVAN	marque@minnemex.com	612-990-5435		Yes	No
NEWGEN BUILDER INC	RASUGU, WALLACE	WALLACE@NEWGENBUILDERSINC.COM	952-221-2304		Yes	No
RELIABLE PROPERTY MAINT & HOME SVC LLC	WASHINGTON, ALEANE	RPMHS24@GMAIL.COM	612-272-7618		Yes	No
THE MARTINEZ GROUP LLC DBA PCR BUILDS	MARTINEZ, JOSE	JOSE@PCRBUILDS.COM	651-338-5146	651-123-4567	Yes	No

NAICS CODE: 238190 Other Foundation, Structure, and Building Exterior Contractors - building fireproof

Company	Contact	Email	Phone	Fax	MBE	WBE
ADVANCED DESIGN CONTRACTING LLC	HACKETT, PERRY FOSTER III	FOSTER@ADCMN.NET	651-340-1164	651-770-0097	Yes	No
ALS CONSTRUCTION HANDYMAN SERVICES	ROSS, ALBERT	ALSHANDYMANSERVICES3490@GMAIL.COM	612-839-2115		Yes	No
BALD EAGLE ERECTORS INC	BICE, DAVID	DAVE@BALDEAGLEERECTORS.COM	651-405-9050	651-405-9057	Yes	No
BENCHMARK LLC	LEO COPELAND	lcopeland@benchmarkelite.com	612-282-7400		Yes	No
C OLSON CONCRETE INC	OLSON, ANDREA	ANDREA@COLSONCONCRETE.COM	763-498-8095	763-498-5426	No	Yes
M&M CONSTRUCTORS LLC	SHERI MONSON	MMCONSTRUCTORS@OUTLOOK.COM	763-244-5648		No	Yes

MIDWEST SELECT CONTRACTING LLC	MCKENZIE, EDNA	EDNA@MIDWESTSELECTCONTRACTING.COM	612-207-4986		Yes	Yes
NADEAU COMPANIES LLC	NADEAU, SHONNA	NADEAU@EMBARQMAIL.COM	651-438-8692	651-438-2963	No	Yes
NATIVE CONCRETE & MASONRY INC	CHARLES MONETTE	CMONETTE2004@MSN.COM	612-597-0421	763-432-2152	Yes	No
ONE DESIGN LLC	FLORES, PHILLIP	PHILLIP.ONEDESIGNLLC@GMAIL.COM	651-428-0391	952-828-9531	Yes	Yes
STAY FOCUSED LLC	DRUMMER, ERIC	ERICDRUMMER@STAYFOCUSEDWELDING.COM	651-424-7875		Yes	No
SUPREME COATINGS INC	WHEELER, TANYA	SUPREMECOATINGSTANYA@GMAIL.COM	952-500-1264		Yes	Yes
UNIQUE CONTRACTING SERVICES CORP	PEREZ, ANGEL	ANGELPEPPY1@IZOOM.NET	763-218-9385	763-262-1151	Yes	No

NAICS CODE: 238210 Electrical Contractors and Other Wiring Installation Contractors

Company	Contact	Email	Phone	Fax	MBE	WBE
AFS SYSTEMS INC	QUIGLEY, KATHRYN F	KATHRYNQUIGLEY@AFSSYSTEMSINC.COM	763-425-8396	763-425-8397	No	Yes
BANKS ELECTRIC CORPORATION	BANKS, EDWARD	INFO@BANKSELECTRICCOMPANY.COM	651-775-3200		Yes	No
BLUE SKY ELECTRIC COMPANY LLC DBA BLUE SKY ELECTRIC CO	PARSONS, WILLIAM J	HTTPS://WWW.BLUESKYELECTRICCO.COM/	651-497-1295		Yes	No
CASTREJON INCORPORATED	CASTREJON, MONICA	MONICA@CASTREJONINC.COM	763-450-2055	763-450-2056	Yes	No
COVENANT ELECTRIC INC	GRAYDON, BARBARA	BGRAYDON@COVENANTELECTRIC.COM	612-554-2066	651-638-0071	Yes	Yes
CROCUS HILL ELECTRIC CO	ROCCO, ELIZABETH	LIZ@CROCUSHILLELECTRIC.COM	651-221-0261	651-221-0354	No	Yes
DELL-COMM INC	AHO, KAREN	INFO@DELL-COMM.COM	763-783-0035	763-783-0896	No	Yes
GLOBAL ELECTRICAL INSPECTOR CONSULTANTS DBA GLOBAL SYNERGY POWERS	POSEY, ELSA	ELSA.POSEY@GLOBALSYNERGYPOWERS.COM	952-452-8072		Yes	No
GUNNAR ELECTRIC INC	KAROW, LAURA	LKAROW@GUNNARELECTRIC.COM	952-937-9262	952-937-1034	No	Yes
J & L OF AMERICA INC DBA J & L STEEL ERECTORS	LOEWEN, LOUANNE	LOUANNE@JLSTEEL.US	612-360-1462		No	Yes
LTL LED LLC DBA LIGHT THE LAMP LED DBA WOLF RIVER ELECTRIC	NEILSEN, JUSTIN	JUSTIN@WOLFRIVERELECTRIC.COM	763-229-6662		Yes	No
MIDWEST ELECTRIC CORP	WERMERSKIRCHEN, DELORES	DWERMER@MSN.COM	763-551-7992	763-551-7968	No	Yes
MODERN ELECTRICAL SOLUTIONS INC	TAN LE, LUYEN	ADMIN@MODERNELECTRICALSOLUTIONS.COM	651-313-0110		Yes	Yes
NUANCE LAND DEVELOPMENT LLC DBA NUANCE DESIGN	ELIZABETH (ELISE) ANN TAGG	ELISETAGG@GMAIL.COM	612-759-0993		No	Yes

ONE DESIGN LLC	FLORES, PHILLIP	PHILLIP.ONEDESIGNLLC@GMAIL.COM	651-428-0391	952-828-9531	Yes	Yes
PRESIDENTIAL ELECTRIC LLC	CHANG, MAI	MAI.CHANG@PRESIDENTIALELECTRICMN.COM	612-403-7145		Yes	Yes
RENEWABLE ENERGY PARTNERS DBA RENEWABLE NRG PARTNERS	STAPLES, JAMEZ	JSTAPLES@RENEWABLENRGPARTNERS.COM	612-282-2573	612-924-6514	Yes	No
ROSS ELECTRIC COMPANY INC	ROSS, CEDRIC	ROSSELECTRICCO.MN@GMAIL.COM	612-702-7840	651-776-5018	Yes	No
SEACOM LLC	EBBOTT, SANDRA	SANDEE_EBBOTT@SEACOMLLC.COM	651-653-3200	651-653-4453	No	Yes
SOLAR SERVICE SOLUTIONS LLC DBA S3	THOMAS, JOAQUIN "JT"	JT@S3SOLAR.NET	651-399-7798		Yes	No
SUESS ELECTRIC LLC	SUESS THOMSON, SUSAN	INFO@SUESSELECTRIC.COM	651-429-0968	651-429-1691	No	Yes
TRICOM COMMUNICATIONS INC	EVANS, DIANE	DIANE.EVANS@TRICOM1.COM	651-686-9000	651-686-9999	No	Yes
UNITECH ELECTRONIC CONTRACTING LLC	VETTER, MICHAEL	MICHAELV@UNITECHCONTRACTORS.COM	763-428-3600		Yes	No
WIZARD INSTALLATIONS LLC	JOHNSON, MICHAEL	MICHAELJOHNSON@WIZARDINSTALLATIONS.COM	612-389-9755		Yes	No
WJRJ ELECTRICAL LLC	ROLLER III, WILLIE J.	INFO@WJRJELECTRICAL.COM	651-243-1974		Yes	No
ZEAN-TECH SERVICES LLC	JONATHAN ZEAN	JZEAN@ZEANTECHSERVICE.COM	612-424-3564	612-234-4693	Yes	Yes

NAICS CODE: 238220 Plumbing, Heating, and Air-Conditioning Contractors

Company	Contact	Email	Phone	Fax	MBE	WBE
AIRCORPS LLC DBA AIRCORP MECHANICAL, UNION CURBS	KOTTMAN, MAGGY	MKOTTMAN@AIRCORPMECHANICAL.COM	651-789-5400	651-789-8127	No	Yes
BARTYLLA PLUMBING & HEATING INC	BARTYLLA, GEORGIANN	OFFICE@BARTYLLAPLUMBING.COM	651-429-3877	651-653-5903	No	Yes
COVENANT ELECTRIC INC	GRAYDON, BARBARA	BGRAYDON@COVENANTELECTRIC.COM	612-554-2066	651-638-0071	Yes	Yes
D A DISTRIBUTION INC DBA BOULDER CREEK STONE AND CONDOR FIREPLACE AND STONE	STARKWEATHER, GLENDA	GLENDA@CONDORFIREPLACE.COM	763-786-2341		No	Yes
GO FETSCH MECHANICAL	FETSCH, NICOLE	NIKKI@GOFETSCH.COM	763-432-2291	763-432-6108	Yes	Yes
GTS HVAC INC	SUNDBY, TAMARA	SALES@GTSHVAC.COM	612-590-2765	763-535-3181	No	Yes
GUNNAR ELECTRIC INC	KAROW, LAURA	LKAROW@GUNNARELECTRIC.COM	952-937-9262	952-937-1034	No	Yes
JEWELSKYE MECHANICAL LLC	DWIGHT SHINAUL	SERVICE@JEWELSKYEMECHANICAL.COM	612-558-7938	952-865-2386	Yes	No
MAG MECHANICAL	GOZE, ANTHONY	TGOZE@MAGMECHANICAL.COM	612-655-5339	612-677-3615	Yes	No
MCC INDUSTRIES DBA KMS CONSTRUCTION	MCCRILEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
MCC INDUSTRIES DBA KMS AIR DUCT CLEANING	MCCRILEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No

MCC INDUSTRIES DBA KMS APPLIED SHEETMETAL DESIGN	MCCRALEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
SUN MECHANICAL INC	GROTTE, KELLY M	KELLYGR@SUNMECH.NET	763-274-2866	763-274-2871	No	Yes
TOTAL SPECIALTY CONTRACTING LLC	WYANDT, KELLY	KELLY@TOTALINSULATION.NET	612-248-5358		No	Yes
VOGEL SHEETMETAL INC DBA VOGEL MECHANICAL INC	VOGEL, BONNIE	INFO@VOGELMECHANICAL.COM	651-430-9992	651-351-0808	No	Yes
NAICS CODE: 238310 Drywall and Insulation Contractors						
Company	Contact	Email	Phone	Fax	MBE	WBE
3 RIVERS ENTERPRISE	TURNER, MARK	MARKT@3RIVERSINSUL.COM	715-781-0060		Yes	No
ADDOUN BROS CONSTRUCTION CO DBA ABC CO	SAMIR ADDOUN, MOHAMMED	ADDOUNBROSCONSTRUCTIONCO@GMAIL.COM	612-644-9998		Yes	No
BIG TOP CONTRACTING LLC	WILLIAMS, ALFONZO	BIGTOPCONTRACTING@GMAIL.COM	952-454-6328	763-303-3846	Yes	No
BOGAR CONSTRUCTION CO LLC	SMITH, MARVIN	INFO@BOGARCONSTRUCTION.COM	612-327-6362	612-866-4799	Yes	No
DAVE CONSTRUCTION LLC	BASSEKLE, DAVE	DAVECONSTRUCTIONMN@GMAIL.COM	612-483-9500		Yes	No
FRIDA DRYWALL SYSTEM LLC	ARCEO, KARLA S	FRIDA.DRYWALL@GMAIL.COM	612-298-0418		Yes	Yes
GENERATION ONE CONTRACTING LLC DBA MORRIS CONSTRUCTION LLC	MORRIS, VOLDEE	VOLDEE@MORRISBUILD.COM	612-272-4428	651-429-2533	Yes	No
HOMSAVVY INC	NNADI, JUDE	HOMSAVVY@GMAIL.COM	763-568-4638		Yes	No
J BENSON CONSTRUCTION	EDLUND, PAUL	PEDLUND@JBENSCONSTRUCTION.COM	952-920-0717		Yes	No
MCC INDUSTRIES DBA KMS CONSTRUCTION	MCCRALEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
MCC INDUSTRIES DBA KMS AIR DUCT CLEANING	MCCRALEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
MCC INDUSTRIES DBA KMS APPLIED SHEETMETAL DESIGN	MCCRALEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
MIDWEST WINDOW SYSTEMS LLC	MILLER, DAVID	MWWINS@CHARTER.NET	612-749-3433	763-428-1170	Yes	No
MINNE-MEX CONSTRUCTION	BETANCOURT, IVAN	marque@minnemex.com	612-990-5435		Yes	No
NUANCE LAND DEVELOPMENT LLC DBA NUANCE DESIGN	ELIZABETH (ELISE) ANN TAGG	ELISETAGG@GMAIL.COM	612-759-0993		No	Yes
PERFORMANCE FOAM INSULATION INC	NETTER, BRIDGETTE	BRIDGETTE@PERFORMANCEFOAM.NET	763-226-3278	320-236-5602	No	Yes
PRIMA CONSTRUCTION LLC	STUDHAM, KIM	KIM@PRIMA-CONSTRUCTION.COM	612-888-5959		No	Yes
RELIABLE PROPERTY MAINT & HOME SVC LLC	WASHINGTON, ALEANE	RPMHS24@GMAIL.COM	612-272-7618		Yes	No

SOTA CONSTRUCTION LLC	MARTINEZ, STEFANIE	STEFANIE.MARTINEZ@SOTACONSTRUCTION.NET	651-307-9949		Yes	Yes
STRESS FREE CONTRACTING LLC	WILLIAMS, LAVAR	STRESSFREEMOVING96@YAHOO.COM	817-305-3800		Yes	No
TKO CONSTRUCTION LLC	POWELL, KENT	KPOWELL150@GMAIL.COM	651-707-7131		Yes	No
TOTAL SPECIALTY CONTRACTING LLC	WYANDT, KELLY	KELLY@TOTALINSULATION.NET	612-248-5358		No	Yes
TRI-CONSTRUCTION	LITTLEJOHN, CALVIN	CALVIN@TRI-CONSTRUCTION.COM	612-529-5924	612-529-5934	Yes	No
TROTT-BINNS CONSTRUCTION LLC	TROTT-BINNS, TAMIKO	TROTTBINNSCONSTRUCTION@GMAIL.COM	651-492-5632		Yes	Yes

NAICS CODE: 238320 Painting and Wall Covering Contractors

Company	Contact	Email	Phone	Fax	MBE	WBE
A+ PROFESSIONAL PAINTING LLC	CAGER, WILLIE	QUOTE@APLUSPROPAINING.COM	612-267-7594		Yes	No
A-1 PROFESSIONAL PAINTING AND LANDSCAPING INC	ALBERTO MOLINA	a1painting_landscaping@yahoo.com	763-913-4766	763-207-8682	Yes	No
ACCURATE PAINTING FSC LLC	GARZA, BALDEMAR	BGARZA947@GMAIL.COM	612-207-4612		Yes	No
ACTION CONSTRUCTION TRANSPORTATION LLC DBA ACTION CONSTRUCTION SERVICES	ROSE, JOHNATHAN	INFO@ACTIONCONSTRUCTIONSVCS.COM	612-269-8594		Yes	No
ADDOUN BROS CONSTRUCTION CO DBA ABC CO	SAMIR ADDOUN, MOHAMMED	ADDOUNBROSCONSTRUCTIONCO@GMAIL.COM	612-644-9998		Yes	No
AMANI CONSTRUCTION AND RENOVATIONS LLC	KURIA, JENNIFFER	JKURIA@AMANICONSTRUCTION.COM	612-232-7264		Yes	Yes
BEAR CLAW CONSTRUCTION LLC	BARON, JESSICA	BEAR.CLAW.CONST@EARTHLINK.NET	763-753-5800	763-753-5801	Yes	Yes
BOGAR CONSTRUCTION CO LLC	SMITH, MARVIN	INFO@BOGARCONSTRUCTION.COM	612-327-6362	612-866-4799	Yes	No
CAMACHO CONTRACTORS INC DBA INDUSTRIAL ROOFING	CAMACHO, CATHRYN	CCAMACHO@CAMACHOCONTRACTORS.COM	612-331-7622	612-331-7629	Yes	Yes
CASTREJON INCORPORATED	CASTREJON, MONICA	MONICA@CASTREJONINC.COM	763-450-2055	763-450-2056	Yes	No
CR SERVICES LLC	WASHINGTON, JOE	JOE_CRSERVICESMN@YAHOO.COM	612-212-3573		Yes	No
CRCI LLC DBA CEILING PRO INTERNATIONAL	RAMIREZ, OSCAR	OSCARRAMIREZ@CEILINGPROHQ.COM	952-947-0007	952-947-0004	Yes	No
DAVE CONSTRUCTION LLC	BASSEKLE, DAVE	DAVECONSTRUCTIONMN@GMAIL.COM	612-483-9500		Yes	No
GOBLISCH PAINTING LLC	GOBLISCH, JAMES	GOBLISCHPAINTINGLLC@GMAIL.COM	763-258-4260		Yes	No
INTEGRATED PAINTING SOLUTIONS LLC	NEWELL, FRED	FRED@IPS-MN.COM	952-432-9760	952-432-9760	Yes	No
J BENSON CONSTRUCTION	EDLUND, PAUL	PEDLUND@JBENSCONSTRUCTION.COM	952-920-0717		Yes	No
MILLER STRIPING & SERVICES LLC	TIMOTHY MILLER	MILLERSTRIPINGLLC@GMAIL.COM	763-732-9871		Yes	No

MINNE-MEX CONSTRUCTION	BETANCOURT, IVAN	marque@minnemex.com	612-990-5435		Yes	No
NICHOLS LLC	NICHOLS, PENNY	SIX55427@GMAIL.COM	612-310-4420		Yes	Yes
NU CENTURY PAINTING LLC	CYNTHIA WILLIAMS	NUCENTURYPAINTING@GMAIL.COM	612-298-3511	612-588-0480	Yes	Yes
ONE DESIGN LLC	FLORES, PHILLIP	PHILLIP.ONEDESIGNLLC@GMAIL.COM	651-428-0391	952-828-9531	Yes	Yes
PAINTING BY NAKASONE INC	JOHN NAKASONE	john@PAINTINGBYNAKASONE.COM	651-646-6999	651-646-6792	Yes	No
PRIMA CONSTRUCTION LLC	STUDHAM, KIM	KIM@PRIMA-CONSTRUCTION.COM	612-888-5959		No	Yes
QUALITY DESIGN LLC	LEPESKA, PAMELA	QUALITYDESIGNEDINA@GMAIL.COM	612-325-4143	763-586-3790	No	Yes
RELIABLE PROPERTY MAINT & HOME SVC LLC	WASHINGTON, ALEANE	RPMHS24@GMAIL.COM	612-272-7618		Yes	No
SHOW ME PAINTING LLC	TYRONE BLOCK	TYRONEB@SHOWME-PAINTING.COM	651-336-6472	651-340-7624	Yes	Yes
SUPREME COATINGS INC	WHEELER, TANYA	SUPREMECOATINGSTANYA@GMAIL.COM	952-500-1264		Yes	Yes
TROTT-BINNS CONSTRUCTION LLC	TROTT-BINNS, TAMIKO	TROTTBINNSCONSTRUCTION@GMAIL.COM	651-492-5632		Yes	Yes
UNIQUE CONTRACTING SERVICES CORP	PEREZ, ANGEL	ANGELPEPPY1@IZOOM.NET	763-218-9385	763-262-1151	Yes	No
YELLOW FLOWER MARKETING LLC DBA KITCHEN TUNE UP	AMENRUD, TONI	TAMENRUD@KITCHENTUNEUP.COM	952-463-0122		No	Yes

NAICS CODE: 238350 Finish Carpentry Contractors

Company	Contact	Email	Phone	Fax	MBE	WBE
ADDOUN BROS CONSTRUCTION CO DBA ABC CO	SAMIR ADDOUN, MOHAMMED	ADDOUNBROSCONSTRUCTIONCO@GMAIL.COM	612-644-9998		Yes	No
ALS CONSTRUCTION HANDYMAN SERVICES	ROSS, ALBERT	ALSHANDYMANSERVICES3490@GMAIL.COM	612-839-2115		Yes	No
ASPECTS CONSTRUCTION LLC	MARIE-ALVES, SHELONDA	SHELONDA@ASPECTSCONSTRUCTION.COM	612-391-3037		Yes	Yes
BANKS CONSTRUCTION LLC	BANKS, JAFARI	JBANKSCONSTRUCTION@GMAIL.COM	612-805-5285	763-432-7344	Yes	No
BENCHMARK LLC	LEO COPELAND	lcopeland@benchmarkelite.com	612-282-7400		Yes	No
BENSON-CLAUGHERTY CONTRACTING LLC	CLAUGHERTY, BILL	BILLC@BENSONCLAUGHERTY.COM	651-216-3096		Yes	No
BIG TOP CONTRACTING LLC	WILLIAMS, ALFONZO	BIGTOPCONTRACTING@GMAIL.COM	952-454-6328	763-303-3846	Yes	No
BOGAR CONSTRUCTION CO LLC	SMITH, MARVIN	INFO@BOGARCONSTRUCTION.COM	612-327-6362	612-866-4799	Yes	No
DAVE CONSTRUCTION LLC	BASSEKLE, DAVE	DAVECONSTRUCTIONMN@GMAIL.COM	612-483-9500		Yes	No
EMERGE CONSTRUCTION LLC	MYLES, LESLIE	MYLES644@GMAIL.COM	612-282-0522	612-870-2814	Yes	Yes
GENERATION ONE CONTRACTING LLC DBA MORRIS CONSTRUCTION LLC	MORRIS, VOLDEE	VOLDEE@MORRISBUILD.COM	612-272-4428	651-429-2533	Yes	No

IDEAL COMMERCIAL INTERIORS	HARRIS, RICK	RICK@ICINTERIORS.NET	612-759-0955	612-886-1410	Yes	No
J BENSON CONSTRUCTION	EDLUND, PAUL	PEDLUND@JBENSCONSTRUCTION.COM	952-920-0717		Yes	No
MCC INDUSTRIES DBA KMS CONSTRUCTION	MCCRALEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
MCC INDUSTRIES DBA KMS AIR DUCT CLEANING	MCCRALEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
MCC INDUSTRIES DBA KMS APPLIED SHEETMETAL DESIGN	MCCRALEY, KEN	ken@kmsclean.com	612-627-9038	612-378-1200	Yes	No
MIDWEST WINDOW SYSTEMS LLC	MILLER, DAVID	MWWINS@CHARTER.NET	612-749-3433	763-428-1170	Yes	No
MINNE-MEX CONSTRUCTION	BETANCOURT, IVAN	marque@minnemex.com	612-990-5435		Yes	No
NEW IMAGE CONSTRUCTION AND REMODELING LLC	ETHERIDGE, DWAYNE	DWAYNE@NEWIMAGECANDR.COM	763-234-9162		Yes	No
NEWGEN BUILDER INC	RASUGU, WALLACE	WALLACE@NEWGENBUILDERSINC.COM	952-221-2304		Yes	No
NUANCE LAND DEVELOPMENT LLC DBA NUANCE DESIGN	ELIZABETH (ELISE) ANN TAGG	ELISETAGG@GMAIL.COM	612-759-0993		No	Yes
RELIABLE PROPERTY MAINT & HOME SVC LLC	WASHINGTON, ALEANE	RPMHS24@GMAIL.COM	612-272-7618		Yes	No
RRI MASONRY & CONSTRUCTION LLC	ROSS, ROBERT	ROBERTROSS91@AOL.COM	651-231-2847	651-489-4616	Yes	No
SOTA CONSTRUCTION LLC	MARTINEZ, STEFANIE	STEFANIE.MARTINEZ@SOTACONSTRUCTION.NET	651-307-9949		Yes	Yes
THERMAL CONSTRUCTION SPECIALISTS	BERRY, DENISE	INFO@TCSCOLD.COM	763-784-9133	763-784-9089	No	Yes
TKO CONSTRUCTION LLC	POWELL, KENT	KPOWELL150@GMAIL.COM	651-707-7131		Yes	No
TRI-CONSTRUCTION	LITTLEJOHN, CALVIN	CALVIN@TRI-CONSTRUCTION.COM	612-529-5924	612-529-5934	Yes	No
UNIQUE CONTRACTING SERVICES CORP	PEREZ, ANGEL	ANGELPEPPY1@IZOOM.NET	763-218-9385	763-262-1151	Yes	No

NAICS CODE: 238910 Site Preparation Contractors

Company	Contact	Email	Phone	Fax	MBE	WBE
3 RIVERS ENTERPRISE	TURNER, MARK	MARKT@3RIVERSINSUL.COM	715-781-0060		Yes	No
ADDOUN BROS CONSTRUCTION CO DBA ABC CO	SAMIR ADDOUN, MOHAMMED	ADDOUNBROSCONSTRUCTIONCO@GMAIL.COM	612-644-9998		Yes	No
AIRFRESH INDUSTRIES INC	THOMMES, KELLY	KELLYTHOMMES@AIRFRESHINDUSTRIES.COM	651-775-1489	651-439-3065	No	Yes
ALL PHASE CONTRACTING	JAY, MARY ANN	INFO@APCWBE.COM	651-462-7232	651-784-3609	No	Yes
BIG TOP CONTRACTING LLC	WILLIAMS, ALFONZO	BIGTOPCONTRACTING@GMAIL.COM	952-454-6328	763-303-3846	Yes	No
BKJ LAND COMPANY II DBA BKJ EXCAVATING	BARBARA JOHNSON	BJOHNSON@BKJLANDCO.COM	952-496-1060	952-496-1348	No	Yes

BLACKSTONE CONTRACTORS LLC	KARVONEN, BARBARA	BARB@BLACKSTONECONTRACTORSLLC.COM	763-291-7728	763-445-2107	No	Yes
BUILDERS CARPENTRY LLC	BROWN, ANGELA	BUILDERSCARPENTRY@COMCAST.NET	651-983-7296	952-666-2186	Yes	No
BUILDING CODE TECH	SACKEY, EMMANUEL	EMMANUEL@BUILDINGCODETECH.COM	612-919-4768	800-917-7182	Yes	No
CASTREJON INCORPORATED	CASTREJON, MONICA	MONICA@CASTREJONINC.COM	763-450-2055	763-450-2056	Yes	No
CELESTIAL SERVICES LLC	KING, NATALIE	NATALIEKING@CELESTIALSERVICES.COM	651-343-7303		Yes	Yes
FIELDSTONE LANDSCAPE AND CONCRETE LLC	JAIME OTERO	jaim.e.otero@gmail.com	952-452-3308	952-758-4691	Yes	No
HANSON CUSTOM CRUSHING INC	HANSON, JOEYLNNE	JOEYLNNE@HCCIROCKS.COM	651-982-1032	651-982-1354	No	Yes
HUSKY CONSTRUCTION INC	BOOGREN, APRIL	APRIL@HUSKYCONST.COM	612-910-8770	651-999-9999	No	Yes
HYDRO-VAC INC	THOMPSON, SHELLY	SHELLY@HYDROVACMN.COM	952-469-5434	651-460-4079	No	Yes
INVISION SERVICES LLC	SENGER, STACY	SENGER@INVISIONSERVICES.NET	651-439-7706		No	Yes
J&J HOLDINGS LLC DBA SCRAPBUSTERS	JAYADEVI JAMES	DEVI@SCRAPBUSTERSMINNESOTA.COM	952-461-2800	866-240-9927	Yes	Yes
JL THEIS INC	THEIS, JAMIE	JAMIE@JLTHEIS.COM	952-492-3888	952-492-3007	No	Yes
JORDAN DRILLING SOLUTIONS LLC	JORDAN, MISEAL	LISA@JORDANDRILLINGSOLUTIONS.COM	651-470-6705	952-351-9260	Yes	Yes
KAMISH EXCAVATING INC	KAMISH, ANGELA	ANGELA@KAMISHEXCAVATING.COM	651-457-3600	651-731-7794	No	Yes
KENDRICK & KENDRICK CONSTRUCTION LLC	LENFIELD KENDRICK	KENDRICK_KENDRICKCONSTRUCTION@YAHOO.COM	763-482-0718		Yes	No
LANDBRIDGE ECOLOGICAL INC DBA WETLAND HABITAT RESTORATIONS	CHRISTENSEN, CARRIE	TORY@LANDBRIDGE.ECO	612-503-4420		No	Yes
MINNESOTA DEMOLITION AND SPECIALTY CONSTRUCTION	SHEPROW, DIEHTRA	MNDEMOLITION@OUTLOOK.COM	651-403-0501		No	Yes
NADEAU COMPANIES LLC	NADEAU, SHONNA	NADEAU@EMBARQMAIL.COM	651-438-8692	651-438-2963	No	Yes
NATIVE CONCRETE & MASONRY INC	CHARLES MONETTE	CMONETTE2004@MSN.COM	612-597-0421	763-432-2152	Yes	No
NEW IMAGE CONSTRUCTION AND REMODELING LLC	ETHERIDGE, DWAYNE	DWAYNE@NEWIMAGECANDR.COM	763-234-9162		Yes	No
PETE'S WATER & SEWER, INC.	LEROY MEYER, JR	LMEYER@PETESWS.COM	612-789-6162	612-789-6542	Yes	No
PUBLIC SOLUTIONS GROUP INC DBA PUBLIC SOLUTIONS INC DBA PSG CONTRACTING INC	KIMBERLY SANNES	KIMBERLY@PUBLICSOLUTIONSINC.COM	218-260-9017		No	Yes
QUAD E COMPANIES INC	ENNENGA, ELIZABETH	ELIZABETH.ENNENGA@QUADECOMPANIES.COM	612-462-0629	952-242-0689	No	Yes
RICE LAKE BORING INC	KRYSTAL SWARTZER	KRYSTAL@RICELAKEBORING.COM	612-919-4682		No	Yes

SEMPLE EXCAVATING & TRUCKING INC	JULIE SEMPLE	JULIE@SEMPLECO.COM	651-772-1449	651-222-3831	No	Yes
SONGHAI CONSTRUCTION LLC	OJOGWU, BENJAMIN	BENJAMIN@SONGHAICONSTRUCTION.COM	952-449-6060		Yes	No
STANDARD CONTRACTING INC	SEIDENKRANZ, REBECCA	BECKY@STANCONINC.COM	651-463-2510	651-463-2525	No	Yes
STERLING SYSTEMS INC	JONES, JILL	JILL@STERLINGSYSTEMS.BIZ	952-697-1060	952-697-6055	No	Yes
SWANSON CONTRACTING INCORPORATED DBA IRONWOOD CONTRACTING	SWANSON, JODY	IRONWOOD@IRONWOOD-MN.COM	651-674-0046	651-674-6173	No	Yes
TROTT-BINNS CONSTRUCTION LLC	TROTT-BINNS, TAMIKO	TROTTBINNSCONSTRUCTION@GMAIL.COM	651-492-5632		Yes	Yes
UNIQUE CONTRACTING SERVICES CORP	PEREZ, ANGEL	ANGELPEPPY1@IZOOM.NET	763-218-9385	763-262-1151	Yes	No
USAFRIK INC	MONGO, RICHARD	RMONGO@USAFRIK.COM	952-838-5933		Yes	No
VILLAGE CONSTRUCTION LLC	SMITH, MARVIN	INFO@BOGARCONSTRUCTION.COM	612-327-6362	612-866-4799	Yes	No
VONN'S TRUCKING INC	SCHENDZIELOS, YVONNE	YMSTMS@YAHOO.COM	320-743-2000	320-743-4222	No	Yes
WENRICH PD CONSTRUCTION LLC	SULLIVAN, WENDY	INFO@WENRICHPD.COM	612-408-7000	612-605-0138	Yes	Yes
WENRICH PROPERTY & DEVELOPMENT LLC	SULLIVAN, WENDY	ADMIN@WENRICHPD.COM	612-205-5049	612-605-0138	Yes	Yes

NAICS CODE: 238990 All Other Specialty Trade Contractors

Company	Contact	Email	Phone	Fax	MBE	WBE
BLACK HABEAS ENTERPRISE DBA A KEEN SENSE OF CLEAN	COLEMAN, MARSHALL	BLACKHABEASEBTERPRISE@GMAIL.COM	612-562-4258		Yes	No
1ST CLASS CLEANING SERVICES	JACKSON, ALYSHIA	1STCLASSSERVICESMN@GMAIL.COM	651-230-6387		Yes	Yes
3 RIVERS ENTERPRISE	TURNER, MARK	MARKT@3RIVERSINSUL.COM	715-781-0060		Yes	No
A NU START LLC	HOLT, OBUATAWAN	ANUSTARTLLC1@OUTLOOK.COM	651-428-8989		Yes	No
A TO Z CONSTRUCTION & MASONRY LLC	ZIVAN ROBINSON	ZIVAN@ATOZCONSTRUCTIONMASONRY.COM	612-695-9151		Yes	No
A&E COMPANIES INC DBA MNSOARR INC	TAYLOR, JOANN	JOTAYLOR@MNSOARR.COM	952-432-8190	952-432-1914	Yes	Yes
ACTION CONSTRUCTION TRANSPORTATION LLC DBA ACTION CONSTRUCTION SERVICES	ROSE, JOHNATHAN	INFO@ACTIONCONSTRUCTIONSVCS.COM	612-269-8594		Yes	No
ADDOUN BROS CONSTRUCTION CO DBA ABC CO	SAMIR ADDOUN, MOHAMMED	ADDOUNBROSCONSTRUCTIONCO@GMAIL.COM	612-644-9998		Yes	No
ADOBE DESIGNS LLC	OWEN, LISA	LOWEN@ADOBEDESIGNSLLC.COM	612-822-2385	509-357-2474	Yes	Yes
ALL PURPOSE CLEANING INC	MACK, JERMAINE	ALL.PURPOSECLEANING@LIVE.COM	651-500-9488	651-528-8138	Yes	No
AMANI CONSTRUCTION AND RENOVATIONS LLC	KURIA, JENNIFFER	JKURIA@AMANICONSTRUCTION.COM	612-232-7264		Yes	Yes

ANGEL DUSTING & SWEEPING INC	ELLIOT, CHERYLNE	ANGELDUSTINGSWEEPING@GMAIL.COM	612-430-7454		Yes	Yes
AWANDEM COMMERCIAL LLC	AWANDEM, AUGUSTINE	AWANDEMSS@YAHOO.COM	763-269-9329		Yes	No
BIG TOP CONTRACTING LLC	WILLIAMS, ALFONZO	BIGTOPCONTRACTING@GMAIL.COM	952-454-6328	763-303-3846	Yes	No
CELESTIAL SERVICES LLC	KING, NATALIE	NATALIEKING@CELESTIALSERVICES.COM	651-343-7303		Yes	Yes
CENTRAL MINNESOTA SAWING LLC	DOERING, TANYA	CMSAWING@HOTMAIL.COM	320-743-2001	320-743-2002	No	Yes
CONSTRUCTION SERVICES LLC	DYKES, JAMES	DYKES3735@MSN.COM	651-246-3746		Yes	No
DELL-COMM INC	AHO, KAREN	INFO@DELL-COMM.COM	763-783-0035	763-783-0896	No	Yes
DINIUS FENCE LLC DBA D'FENCE	DINIUS, VENISA	VENISA@DFENCECOMPANY.COM	763-428-2477	763-428-4887	No	Yes
EVEREST CLEANING SYSTEMS LLC	DAHL, ANTHONY	EVERESTSYSTEMS.ESTIMATING@GMAIL.COM	651-440-9727		Yes	No
FORESIGHT	MARK VARGAS	cutfill@gmail.com	612-306-9584	612-888-1020	Yes	No
HOMSAVVY INC	NNADI, JUDE	HOMSAVVY@GMAIL.COM	763-568-4638		Yes	No
IMPACT CLEANING SERVICE	YEAGER, CHAVION	IMPACTCLEANINGMN@GMAIL.COM	612-900-8258		Yes	Yes
INTEGRATED PAINTING SOLUTIONS LLC	NEWELL, FRED	FRED@IPS-MN.COM	952-432-9760	952-432-9760	Yes	No
INVISION SERVICES LLC	SENGER, STACY	SENGER@INVISIONSERVICES.NET	651-439-7706		No	Yes
J & L OF AMERICA INC DBA J & L STEEL ERECTORS	LOEWEN, LOUANNE	LOUANNE@JLSTEEL.US	612-360-1462		No	Yes
L HALL & ASSOCIATES	LESTER HALL	JACKSONHALL2410@OUTLOOK.COM	612-588-1404	612-588-1404	Yes	No
LANDMARK ENVIRONMENTAL LLC	VAN DUYN, SHERRY	SVANDUYN@LANDMARKENV.COM	952-666-2420	952-887-9605	No	Yes
M&M CONSTRUCTORS LLC	SHERI MONSON	MMCONSTRUCTORS@OUTLOOK.COM	763-244-5648		No	Yes
MILLER STRIPING & SERVICES LLC	TIMOTHY MILLER	MILLERSTRIPINGLLC@GMAIL.COM	763-732-9871		Yes	No
MINNESOTA DEMOLITION AND SPECIALTY CONSTRUCTION	SHEPROW, DIEHTRA	MNDEMOLITION@OUTLOOK.COM	651-403-0501		No	Yes
NADEAU COMPANIES LLC	NADEAU, SHONNA	NADEAU@EMBARQMAIL.COM	651-438-8692	651-438-2963	No	Yes
NATIVE CONCRETE & MASONRY INC	CHARLES MONETTE	CMONETTE2004@MSN.COM	612-597-0421	763-432-2152	Yes	No
NU CENTURY PAINTING LLC	CYNTHIA WILLIAMS	NUCENTURYPAINING@GMAIL.COM	612-298-3511	612-588-0480	Yes	Yes
PARAGON RESTORATION II INC	PARK, STACY	brandon.thiele@paragonrestoration2.com	952-435-4354	952-435-2633	No	Yes
PRIDE CLEANUP LLC DBA LOOKOUT FLAGGING SERVICES	PRIDE, JOHN D	JD@PRIDECLEANUP.COM	612-306-3901		Yes	No

PRISTINE CLEANING SERVICES	FORTSON, LEON	LEON.PRISTINE@GMAIL.COM	651-214-6800		Yes	No
QUAD E COMPANIES INC	ENNENGA, ELIZABETH	ELIZABETH.ENNENGA@QUADECOMPANIES.COM	612-462-0629	952-242-0689	No	Yes
QUALITY CUTTING AND CORING INC	LANDRUS, KARI	OFFICE@QUALITYCUTTING.NET	763-785-9605	763-767-8525	No	Yes
R&R CONSTRUCTION	ROBINSON, RANDAL	RANDYROBINSON426@GMAIL.COM	612-978-2436		Yes	No
RAVEN CONSTRUCTION INC.	NANCY ST. GERMAINE	RAVENCONSTRUCTIONINC@GMAIL.COM	612-209-2045		Yes	Yes
RESTORATION & CONSTRUCTION SERVICES LLC	DIRKSEN, MATTHEW	MATTHEWD@RCSMN.COM	320-260-1202		Yes	No
SHOW ME PAINTING LLC	TYRONE BLOCK	TYRONEB@SHOWME-PAINTING.COM	651-336-6472	651-340-7624	Yes	Yes
SLS COMMERCIAL SERVICES LLC	GODINEZ, ROSA SALES	ROSECCSERVICE17@GMAIL.COM	507-213-3558		Yes	Yes
STAY FOCUSED LLC	DRUMMER, ERIC	ERICDRUMMER@STAYFOCUSEDWELDING.COM	651-424-7875		Yes	No
STERLING SYSTEMS INC	JONES, JILL	JILL@STERLINGSYSTEMS.BIZ	952-697-1060	952-697-6055	No	Yes
STONEBROOK FENCE INC	GOETZINGER, TERESA	TERESA@STONEBROOKFENCE.COM	952-469-8401	952-469-8402	No	Yes
STRESS FREE CONTRACTING LLC	WILLIAMS, LAVAR	STRESSFREEMOVING96@YAHOO.COM	817-305-3800		Yes	No
SWIFT CLEANING QUEEN LLC	SOLOMON, DANYEL	DANYSOLO1131@GMAIL.COM	612-505-6746		Yes	Yes
TOPLINE ADVERTISING INC DBA TOPLINE ADVERTISING AND ELECTRICAL	DAHL, JESSICA	JESS@TOPLINESIGN.COM	763-428-5067	763-428-5072	No	Yes
UNIQUE CONTRACTING SERVICES CORP	PEREZ, ANGEL	ANGELPEPPY1@IZOOM.NET	763-218-9385	763-262-1151	Yes	No
VIERA LLC	GUERRA, VIVIAN	VGUERRA@VIERA-LLC.COM	612-462-4007		Yes	Yes
VILLAGE CONSTRUCTION LLC	SMITH, MARVIN	INFO@BOGARCONSTRUCTION.COM	612-327-6362	612-866-4799	Yes	No
WENRICH PD CONSTRUCTION LLC	SULLIVAN, WENDY	INFO@WENRICHPD.COM	612-408-7000	612-605-0138	Yes	Yes
WENRICH PROPERTY & DEVELOPMENT LLC	SULLIVAN, WENDY	ADMIN@WENRICHPD.COM	612-205-5049	612-605-0138	Yes	Yes
YOUR SIGN SOLUTIONS INC	LARKIN, JENA	JENA.LARKIN@YOURSIGNSOLUTIONSINC.COM	612-760-3001		No	Yes
ZOOM ENTERPRISE INC DBA SIGNARAMA	ABANONU, UZOMA	UZOMA@SIGNARAMA-BLAINEMN.COM	651-338-2903	763-284-6805	Yes	No

NAICS CODE: 562111 Solid Waste Collection

Company	Contact	Email	Phone	Fax	MBE	WBE
ALL PHASE CONTRACTING	JAY, MARY ANN	INFO@APCWBE.COM	651-462-7232	651-784-3609	No	Yes
MAC'S ROLL-OFF SERVICE INC	MCMULLEN, ERICA	MACSROLLOFF@COMCAST.NET	612-290-3500	952-856-2173	No	Yes

NAICS CODE: 562991**Septic Tank and Related Services**

Company	Contact	Email	Phone	Fax	MBE	WBE
AFFORDABLE SANITATION INC	DAVE BARNETT	info@afsani.com	612-282-2082		Yes	No
AIRFRESH INDUSTRIES INC	THOMMES, KELLY	KELLYTHOMMES@AIRFRESHINDUSTRIES.COM	651-775-1489	651-439-3065	No	Yes
KING SANITATION COMPANIES	OGARO, AGNES	WALTERMABUR@YAHOO.COM	612-442-5028		Yes	Yes