

INTRODUCTION

This contract between Minneapolis Public Housing Authority (MPHA) in and for the City of Minneapolis, a body corporate and politic and corporate, duly created, organized, and existing under the laws of the State of Minnesota and _____ (Contractor) is hereby entered into this _____ day of _____, 2022.

Services pursuant to this contract shall begin once the MPHA issues Contractor a Notice to Proceed. MPHA anticipates a start date within two weeks of receipt of a fully executed contract. The term "herein" as used throughout this contract refers to this contract form, the appendices, and all listed attachments.

1.0 Services and Payment.

1.1 Scope of Services. The services provided under this contract generally consist of those services as described herein, specifically in Contract Appendix No. 9, Scope of Services. Said services shall be provided on an as needed basis as determined by MPHA. MPHA shall retain the right to implement and/or enforce any item issued as part of the IFB.

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

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

\$ _____

The Contractor exceeds the NTE amount at its own risk. The Contractor is under no obligation to provide additional goods and/or services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order. Further, MPHA reserves the right to amend the NTE amount at any time during the ensuing contract period(s).

1.4 Renewal Options. This contract is initially executed for a period of 12 months with the option, at MPHA's discretion, to extend multiple times up to 48 additional months, for a maximum total of 60 months.

1.5 Billing Method.

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

**Minneapolis Public Housing Authority
Attention: Accounts Payable, Suite 307
1001 Washington Ave N, Minneapolis, MN 55401
or: invoices@mplspha.org**

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

1.5.2.1 Unique invoice number;

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- 1.5.2.2 Contractor's name, address and telephone number;
- 1.5.2.3 Date of invoice and/or billing period;
- 1.5.2.4 Contract number;
- 1.5.2.5 Brief description of services rendered, including applicable time frame;
- 1.5.2.6 Address and Asset Management Project (AMP) where work was performed, if applicable; and
- 1.5.2.7 Itemized unit cost(s) and total dollar amount being billed.

1.5.3 MPHA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

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

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

2.1 Workmanlike Standard. Contractor shall, without charge, replace or correct any work found by MPHA to (1) not conform to the contract requirements, or (2) not meet workmanlike standards as determined by MPHA, unless MPHA decides, in its sole discretion, it is in its interest to accept the work as is with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove any rejected materials from the premises.

If Contractor does not replace or correct rejected work within five (5) business days of being notified, MPHA may (1) replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed with work.

2.2 Project Closeout. During project close out, MPHA will visit the project site only twice for any corrective action that may be necessary. The first time will be to inspect completion and create a list of items that need to be corrected (punch list). Once MPHA is notified by the Contractor of successfully completing and correcting all of the items on the punch list, MPHA will inspect a second time. At this point if there are still deficiencies in the workmanship or items that have not been corrected that would require further action on the Contractor and MPHA to inspect subsequent times, the Contractor will be charged \$250 per site visit. This should not be construed as a penalty but rather a means to ensure the project is completed in an efficient manner.

2.3 Supervision and Oversight. The Contractor shall be solely responsible for providing supervision and oversight to all Contractor personnel assigned to MPHA properties under this contract.

2.4 Qualified Personnel. The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein. For the purposes of this contract, the term "qualified personnel" shall mean those personnel who have been appropriately screened, tested

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and trained in the manner described in this contract or as provided by the Contractor during the Contractor's normal conduct of business.

2.5 COVID Protocols. The Contractor shall comply with all applicable MPHA COVID Protocols as outlined in Appendix No. 6.

2.6 Insurance Requirements. The Contractor shall purchase and maintain insurance as required to protect the Contractor, MPHA, Elliots LP, and Community Housing Resources (CHR) from claims set forth in items 2.5.1 through 2.5.3 below that may arise out of, result from, or are in any manner connected with: (1) the execution of the work under this contract, or (2) occur or result from the use by Contractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by MPHA, Elliots LP, CHR, the Contractor, subcontractors or third parties. The insurance required hereunder shall be effective and apply whether such claims arise by the Contractor or by anyone directly or indirectly employed by Contractor or by anyone for whose acts the Contractor may be liable.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Minneapolis Public Housing Authority
Attention: Procurement Coordinator
1001 Washington Ave N, Minneapolis, MN 55401**

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

2.8 Financial Viability and Regulatory Compliance.

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

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

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

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

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

2.10 Information and Workplace Technology Certification. Only individuals approved by MPHA in writing may access MPHA workplace technology. The Contractor will ensure that only individuals that are performing work under this contract and who have a need to use MPHA workplace technology will access the workplace technology.

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2.11 Kari Koskinen Law. The Contractor shall comply with the Minnesota Kari Koskinen law and related laws regarding any Contractor employees that perform work in MPHA occupied units.

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

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

5.0 Applicable Laws.

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

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

6.0 Notices and Reports.

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

**Minneapolis Public Housing Authority
Attention: Kristel Fierro
1001 Washington Ave N, Minneapolis, MN 55401**

or, if appropriate, e-mailed to: KFierro@mplspha.org.

6.2 All notices and/or reports submitted to the Contractor by MPHA shall be in writing and delivered to the attention of the following person representing the Contractor:

or, if appropriate, e-mailed to: _____.

7.0 2 CFR § 200, Procurement Standards. Pursuant to this CFR, as issued by the Office of the Secretary, HUD, MPHA and the Contractor each agree:

7.1 Remedies for Contractor Breach. Regarding contract-related issues, it is the responsibility of both MPHA and the Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract MPHA or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in

writing, fully detailing the issue and corrective action. The other party shall, within 10 days, respond in writing to the other party (however, MPHA shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time).

- 7.1.1** If the Contractor is in material breach of the contract, MPHA may promptly invoke the termination clause detailed in Clause No. 3 of Contract Appendix No. 1, form HUD-5370-EZ (01/2014), *General Contract Conditions for Small Construction/Development Contracts* and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues regarding the cause of and justification for the termination.
- 7.1.2** Prior to termination, MPHA may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. If the Contractor does not agree with such action, Contractor shall have 10 days to dispute or protest, in writing, such action; if they do not do so within the 10-day period, he/she shall have no recourse but to accept and agree with MPHA's position. The written protest must detail all pertinent information, including justification detailing MPHA's alleged incorrect action(s).
- 7.1.3** After termination, if the Contractor does not agree with MPHA's justification for termination, the Contractor shall have 10 days to dispute such in writing; if the Contractor does not do so within the 10-day period, they shall have no recourse but to accept and agree with MPHA's position. The written protest must detail all pertinent information, including justification detailing MPHA's alleged incorrect action(s).
- 7.2 Termination for Cause and Convenience.** As detailed in Clause No. 3 of Contract Appendix No. 1, form HUD-5370-EZ (01/2014), *General Contract Conditions for Small Construction/Development Contracts*.
- 7.3 Executive Order 11246.** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11245 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 7.4 Copeland "Anti-Kickback" Act.** For all construction or repair contracts awarded, both parties shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 7.5 Davis-Bacon Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 7.6 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties shall comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

- 7.7 Reporting.** Both parties shall comply with any reporting requirements that may be detailed herein.
- 7.8 Patent Rights.** Both parties hereby agree to comply with HUD Bulletin 909-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 7.9 Access to Records.** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 7.10 Record Retention.** Both parties hereby guarantee retention of all required records for six years after grantees or subgrantees make final payments and all other pending matters are closed.
- 7.11 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 7.12 Energy Policy and Conservation Act.** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

8.1 Additional Considerations.

- 8.1 Suspension Procedures.** The following outlines how MPHA will handle violations of any term and condition contained herein or in any other correspondence related to this solicitation or any unsatisfactory performance of work conducted as a result of this solicitation.
- 8.1.1 Terms and Conditions.** Contractors are expected to comply with all terms and conditions outlined within. Failure to comply with any term or condition will constitute a material violation and subject the Contractor to immediate suspension.
- 8.1.2 Unsatisfactory Performance.** All work performed by the Contractor is expected to be done in the most expeditious and professional manner as specified in Appendix No. 9, Scope of Services, while also complying with the workmanlike standard clause contained at Section 2.1.
- 8.1.3 Notice of Violation.** If MPHA discovers a term and condition was violated or the performance and completion of work was not done in a professional manner, as deemed by MPHA, MPHA staff will complete a vendor performance report, which will be sent to the Contractor via MPHA's Contracting Officer. The Contractor shall respond within two business days with a solution fixing the problem, if applicable, or an action plan that will ensure future violations or unsatisfactory performance will not continue to occur. Failure to respond within the stated timeframe will constitute a major violation. The completed vendor performance report will be placed in the permanent vendor file.

8.1.4 Suspension and Reinstatement. For minor violations, as deemed by MPHA's Contracting Officer, if three vendor performance reports within a rolling 12-month period are received the Contractor will be suspended from future contracting opportunities for a 6-month period. At the conclusion of the 6-month period the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

For major violations, as deemed by MPHA's Contracting Officer, which may include but is not limited to failing to maintain proper insurance, subcontracting work without MPHA's authorization, failing to pay prevailing wages, or failing to correct unsatisfactorily completed work within the requested time, the Contractor will be immediately suspended for a 6-month period. At the conclusion of the 6-month period, the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

After the Contractor has fulfilled the requirements of the suspension they will be reinstated and be included on future contracting opportunities.

8.2 Non-Escalation. Unless otherwise specified, the unit prices reflected in the contract shall remain firm with no provision for price increases during the term of the contract.

8.3 Funding Restrictions and Order Quantities. MPHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary or terminate the contract without prejudice or liability to MPHA, if:

8.3.1 Funding is not available;

8.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or

8.3.3 MPHA's requirements in good faith change after award of the contract.

8.4 Local, State, and/or Federal Permits. Unless otherwise stated, all local, State or Federal permits which may be required to provide the services ensuing from this award, whether or not they are known to either MPHA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the IFB shall reflect all costs required by the Contractor to procure and provide such necessary permits.

8.5 Government Standards. The Contractor shall ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Bureau County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

8.6 Official, Agent and Employees of MPHA Not Personally Liable. In no event shall any official, officer, employee, or agent of MPHA in any way be personally liable or responsible for any

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covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

- 8.7 Subcontractors.** Unless otherwise stated, the Contractor may not use any subcontractors to accomplish any portion of the services described in the IFB documents or the contract without MPHA's prior written permission.
- 8.8 Prompt Payment to Subcontractors.** Pursuant to Minn. Stat. § 471.425, subd. 4a, the Contractor, as prime contractor, shall pay any subcontractor within ten (10) days of Contractor's receipt of payment from MPHA for undisputed services provided by the subcontractor. The Contractor is required to pay interest at 1.5% per month or any part of a month to any subcontractor on any undisputed amount not paid on time to the subcontractor.

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

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

indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification, hold harmless and defense obligation shall survive acceptance of the work under this contract, completion of the work under this contract, or termination, with or without cause, of the contract. The Contractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the provisions of this paragraph.

- 8.15 Lobbying Certification.** By execution of this contract with MPHA, the Contractor certifies, to the best of its knowledge and belief that it has complied with HUD Form 50071, which has been included in this contract as Contract Appendix No. 4.
- 8.16 Additional Federally Required Orders/Directives.** Both parties shall comply with the following laws and directives, where applicable:
- 8.16.1 Executive Order 11063**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
 - 8.16.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. MPHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
 - 8.16.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, MPHA requires that Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
 - 8.16.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
 - 8.16.5 Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
 - 8.16.6 HUD Information Bulletin 909-23** which is the following:
 - 8.16.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
 - 8.16.6.2** Clean Air and Water Certification; and
 - 8.16.6.3** Energy Policy and Conservation Act.

- 8.16.7** That the funds that are provided by MPHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible contractor.
- 8.16.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 8.16.9** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. Each provision of law and each clause, which is required by law to be inserted in this contract, shall be deemed to have been inserted herein, and this contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this contract shall forthwith be physically amended to make such insertion or correction upon the application of either part.

9.0 Section 3 Clause. As detailed in 24 CFR 75.17, *Section 3 clause*, the following clauses are included as part of this contract.

- 9.1** Section 3 of the Housing and Urban Development Act of 1968 - ("Section 3") as described in Part 75 - Economic Opportunities for Low- And Very Low-Income Persons - provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- 9.2** The procurement that is the subject of this solicitation ("project") will be funded using federal Public Housing Financial Assistance and is subject to Section 3 regulations. As such, this solicitation and the resulting contract award will be required to comply with Section 3 regulations and MPHA's Section 3 Policy.
- 9.3** As outlined in Appendix 2 – Section 3 Compliance Report, submit quarterly this compliance report. This report requires the Contractor to provide on a quarterly basis the total number of hours worked on MPHA projects for all workers, the number of hours worked on MPHA projects by Section 3 workers, the number of hours worked on MPHA projects by Targeted Section 3 workers and any qualitative efforts undertaken to help achieve compliance with the benchmark requirements. The benchmark requirements are 25% of the total labor hours worked on MPHA projects must be worked by Section 3 workers and 5% must be worked by Targeted Section 3 workers. Failure to submit this report will constitute a material breach of this contract which may result in termination for cause and/or withholding of payments until reports are completed and submitted in a satisfactory manner, as deemed by MPHA.

10. Suspension Procedures. The following outlines how MPHA will handle violations of any term and condition contained herein or in any other correspondence related to this solicitation or any unsatisfactory performance of work conducted as a result of this solicitation.

- 10.1 Terms and Conditions.** Contractors are expected to comply with all terms and conditions outlined within. Failure to comply with any term or condition will constitute a material violation and subject the Contractor to immediate suspension.
- 10.2 Unsatisfactory Performance.** All work performed by the Contractor is expected to be done in the most expeditious and professional manner as specified in Section 5 of this document, while also complying with the workmanlike standard clause contained at Section 5.4.1.
- 10.3 Notice of Violation.** If MPHA discovers a term and condition was violated or the performance and completion of work was not done in a professional manner, as deemed by MPHA, MPHA staff will complete a vendor performance report, which will be sent to the Contractor via MPHA's Contracting Officer. The Contractor shall respond within two business days with a solution fixing the problem, if applicable, or an action plan that will ensure future violations or unsatisfactory performance will not continue to occur. Failure to respond within the stated timeframe will constitute a major violation. The completed vendor performance report will be placed in the permanent vendor file.
- 10.4 Suspension and Reinstatement.** For minor violations, as deemed by MPHA's Contracting Officer, if three vendor performance reports within a rolling 12-month period are received the Contractor will be suspended from future contracting opportunities for a 6-month period. At the conclusion of the 6-month period the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

For major violations, as deemed by MPHA's Contracting Officer, which may include but is not limited to failing to maintain proper insurance, subcontracting work without MPHA's authorization, failing to pay prevailing wages, or failing to correct unsatisfactorily completed work within the requested time, the Contractor will be immediately suspended for a 6-month period. At the conclusion of the 6-month period, the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

After the Contractor has fulfilled the requirements of the suspension they will be reinstated and be included on future contracting opportunities.

11.0 Appendices.

11.1 The following documents are part of this contract:

11.1.1 Contract Appendix No. 1. HUD form HUD-5370-EZ (01/2014), General Contract Conditions for Small Construction/Development Contracts

11.1.2 Contract Appendix No. 2. Section 3 Compliance Report;

11.1.3 Contract Appendix No. 3. Sample Notice To Proceed

11.1.4 Contract Appendix No. 4. HUD Form 50071, Certification of Payments to Influence Federal Transactions;

11.1.5 Contract Appendix No. 5. State and Federal Data Privacy Statement;

11.1.6 Contract Appendix No. 6. MPHA COVID-19 Letter;

11.1.7 Contract Appendix No. 7. Davis-Bacon Wage Decision;

11.1.8 Contract Appendix No. 8. Section 3 Worker Certification Form;

11.1.9 Contract Appendix No. 9. Scope of Services;

11.1.10 Contract Appendix No. 10. Proposed Fees.

11.1.11 Inclusion by Reference. Included by reference is any document or clause issued as part of the IFB that MPHA may choose to include at any time during the performance of this contract or any options exercised thereto by MPHA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from MPHA upon written request for such from the Contractor.

11.2 Order of Precedence. In the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed in the body of this contract shall take first precedence, then the requirement(s) detailed in each appendix. The Contractor shall notify MPHA if they discover a discrepancy in the contract documents.

-Signatures on the Following Page-

**Contract No. _____ between the Minneapolis Public Housing Authority and
CONTRACTOR for Scattered Sites Siding**

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

[Contractor]:

By: _____ **Date:** _____
[Name], [Title]

Minneapolis Public Housing Authority:

By: _____ **Date:** _____
Jake Gateman, Contracting Officer

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

General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$150,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, 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.
- (b) 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.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) 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 days after receipt of the Contracting Officer's decision.
- (e) 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.

4. 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 the 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; and
 - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. 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.

6. 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.

7. 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.

8. 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 an 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.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

12. 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.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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

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- 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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development 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 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 the 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 prime 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) 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 (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.

- (e) 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.

- (f) 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.
- (g) 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.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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.
- (j) 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.
- (k) 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.

(l) 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.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) 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;
- (ii) 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
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

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 so licitations 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.



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

MINNEAPOLIS PUBLIC HOUSING AUTHORITY
SAMPLE NOTICE TO PROCEED

1. Date of Issue: TBA	2. MPHA Project # Q22011	3. MPHA Contract No. TBA
4. Pursuant to the terms of your contract dated: TBA		
5. Contractor:	6. For: Scattered Sites Siding Replacement	
	7. Project Address: TBD	
	8. Contractors Start Date: TBA	
9. Contract Completion on or Before: TBA	10. Time for Contract Completion: TBA	
11. MPHA Contract Administrator: Kristel Fierro Telephone Number: 612-297-4808		
12. The Contract Administrator is duly authorized to administer your contract for, and in the name of, the Minneapolis Public Housing Authority in and for the City of Minneapolis (MPHA).		
13. Enclosed is your executed copy of the Contract. If additional information is needed, notify the Contract Administrator.		
14. Acknowledge receipt of this Notice to Proceed by signing and dating below. Return promptly to: MINNEAPOLIS PUBLIC HOUSING AUTHORITY ATTN: Contracting Officer Procurement Department 1001 Washington Avenue North Minneapolis, MN 55401	15. NOTICE TO CONTRACTOR Contractor shall, on a weekly basis, submits WEEKLY Payroll utilizing LCP Tracker. MPHA will not make any payment under this Contract unless and until it has received certification from the Contractor that such Contractor and each of its subcontractors have made payment to each class of employees in compliance with the provisions of the General Conditions, Labor Standards, HUD Form 5370, as applicable.	
16. Accepted by authorized person <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">(Signature)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">(Title)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">(Name of Firm)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">(Date)</div>	17. Minneapolis Public Housing Authority By CONTRACTING OFFICER Date	

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

Signature

Date (mm/dd/yyyy)

MPHA Contract No. _____
Appendix No. _____, State and Federal Data Privacy Statement

The undersigned Vendor and persons performing services under Contract No. _____ 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 such data. 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 private data to an Unauthorized Person. An Authorized Person is a person who has access to the private data without a work assignment that reasonably requires the data 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: _____



June 2, 2021

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

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.
- Provide required PPE.
- Provide appropriate PPE training
- 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

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.

PPE

Individuals that are visiting 1001 Washington Ave N. and while meeting in places of public accommodation are required to wear face coverings. Individuals who work in resident or participant homes are required to wear face coverings if the resident or participant asks that they do so. Please continue to have a face covering available to use in the course of your work day. In all other situations face coverings are not required. Individuals that are not vaccinated are strongly encouraged to still wear face coverings even when they are not interacting with the public.

Ensure used PPE is disposed of properly.

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: _____	

"General Decision Number: MN20220019 07/29/2022

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
2	03/25/2022
3	05/27/2022
4	07/29/2022

CARP0322-019 05/03/2021

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

ELEC0292-021 05/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	25.24

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 05/01/2022

	Rates	Fringes
IRONWORKER (STRUCTURAL).....	\$ 41.00	33.11

LABO0563-044 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 05/01/2022

	Rates	Fringes
PLUMBER.....	\$ 52.48	28.72

FOOTNOTE:
Paid Holiday: Labor Day

ROOF0096-054 05/01/2022

	Rates	Fringes
ROOFER.....	\$ 41.55	20.70

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"

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;				
Phone Number:	<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.				
Gender:	Age Group:	18-24	25-34	35-44	45-64
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.