

**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 **1<sup>st</sup> day of April, 2024**.

Services pursuant to this contract shall begin on **the 1<sup>st</sup> day of April, 2024, and shall end on the 31<sup>st</sup> day of March, 2025**, unless otherwise extended, modified, terminated or renewed by the parties as provided for in this contract. The term "herein" as used throughout this contract refers to this contract form, the appendices and all listed attachments. The term "IFB" as used throughout this contract refers to Invitation for Bids No. B24008.

**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. 11, 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](mailto: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 to MPHA's satisfaction 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 a separate invoice for each work order.

**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 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 Insurance Requirements.** The Contractor shall purchase and maintain insurance as required to protect the Contractor, MPHA, Elliots LP, Community Housing Resources (CHR), and Family Housing Resources (FHR) 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, FHR, 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:

**2.5.1 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.

**2.5.2 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.

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

**2.5.4 Pollution Liability Insurance.** An original certificate showing the firm's pollution liability insurance, including abatement and transportation coverage (minimum of \$5,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a maximum deductible amount of \$5,000

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, Elliotts LP, CHR, and FHR 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, Elliotts LP, CHR, and FHR 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, Elliotts LP, CHR, and FHR 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, Elliotts LP, CHR, and FHR 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**

- 2.6 Bonding.** Contract guarantees apply to all construction projects greater than \$100,000 (though, at the Agency's discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. An acceptable surety (bonding) company is one that is authorized to do business in the State of Minnesota and is acceptable to HUD and the MPHA. The surety must be listed on the most recently published U.S. Treasury Circular 570
- 2.6.1** A performance bond for 100% of the contract price; and
- 2.6.2** A payment bond for 100% of the contract price.
- 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

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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 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: \_\_\_\_\_  
1001 Washington Ave N, Minneapolis, MN 55401**

or, if appropriate, e-mailed to: \_\_\_\_\_.

**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-C (01/2014), General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work), 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, 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).

**7.1.3** 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-C (01/2014), General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work).

**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. 11, 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 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. 9.
- 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 7 – 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.** form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work).
- 11.1.2 Contract Appendix No. 2.** form HUD-5370-C (1/2014), General Conditions for Non-Construction Contracts Section II (With Maintenance Work).
- 11.1.3 Contract Appendix No. 3.** Form HUD-5370, General Conditions for Construction Contracts.
- 11.1.4 Contract Appendix No. 4** Form HUD 52158 (04/2005), Maintenance Wage Rate Determination.
- 11.1.5 Contract Appendix No. 5.** Affidavit of Compliance with HUD Determined Wage Rules.
- 11.1.6 Contract Appendix No. 6.** Davis-Bacon Wage Decision.
- 11.1.7 Contract Appendix No. 7.** Section 3 Compliance Report.
- 11.1.8 Contract Appendix No. 8.** Section 3 Worker Certification Form.
- 11.1.9 Contract Appendix No. 9.** HUD Form 50071, Certification of Payments to Influence Federal Transactions.
- 11.1.10 Contract Appendix No. 10.** State and Federal Data Privacy Statement.
- 11.1.11 Contract Appendix No. 11.** Scope of Services.
- 11.1.12 Contract Appendix No. 12.** Proposed Fees.
- 11.1.13 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.

**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:** \_\_\_\_\_  
[Name], [Title]

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
[Name], [Title]  
(As to Form and Execution)