



March 17th, 2022

RE: Evergreen Kitchen Remodels 2-2022.

TO WHOM IT MAY CONCERN:

Please find a quote package enclosed containing specifications for contract work being awarded by the Scott County CDA. Please read each document carefully.

Pre-Bid visit to the site has been scheduled for March 28th, 2021 at 12:00 pm. This meeting is strongly encouraged as it will provide a good understanding to the project. Location will be at 1357 Norway Trail, Shakopee, MN 55379. Please wait for a SCCDA staff member to enter residence.

Bids must be received at the Scott County CDA office by 12:00 pm Monday April 18th, 2022. This will be when the formal bid opening will be completed. All Bidders are welcome to attend. To be considered a valid bid, proposals must be submitted on the form provided, which includes complete work specifications, completed SCCDA-01 Contractor Compliance Form, completed Responsible Contractor form and completed Bid Form. Bids can be submitted in person to the CDA office as follows:

Scott County CDA
323 Naumkeag Street S
Shakopee, MN 55379
Attn: Nick Gillette

**Evergreen Kitchen Remodels 2-2022
SEALED BID
DO NOT OPEN**

The outside of the bid envelope must be labeled:
Evergreen Kitchen Remodels 2-2022
SELAED BID
DO NOT OPEN

Failure to include all required items by the deadline for submittal will result in bid disqualification.

A Bid Bond equal to 5% of your proposed bid must accompany bids in excess of \$175,000. In addition, a performance bond will be required of the selected contractor if the job is in excess of \$175,000.

The following insurance requirements apply:

1. Workers Compensation insurance coverage per MN Statutes. In addition, general contractor must provide proof of insurance, whether or not the owners are covered or there are any employees.

323 NAUMKEAG ST | SHAKOPEE MINNESOTA | 55379 | SCOTTCDA.ORG



2. Commercial General Liability insurance of not less than \$1,000,000. The Scott County CDA shall be an additional name insured on the prime contractor's insurance policy.
3. Automobile Liability insurance of not less than \$1,000,000.

It is the intent of the CDA to utilize Contractors that qualify as a **Section 3 Business Concern** in all contracts that are in part or completely funded with HUD financial assistance. Under the CDA's policy, Section 3 Business Concerns or those businesses that qualify as a Section 3 Compliant Business Concern will be given a preference on these contracting opportunities. For more information please see our website <https://scottcda.org/contractors-procurement/>

You should also be familiar with the enclosed HUD form 5369 "Instructions to Bidders" because it also contains information on bid submission requirements such as bid security, etc. Note that HUD form 5369-A "Representations, Certifications and other Statements of Bidders" must be part of your completed bid. Additional forms and certifications may be required before award of contract, as well. For example, the successful bidder will be required to provide proof of licensure(s) and insurance(s).

Bid award will be made to the lowest responsive and responsible bidder whose bid meets the requirements. No bid may be withdrawn within forty-five (45) days after the opening of bids. The Scott County CDA reserves the right not to award contract for work.

If you have any questions about the bidding requirements or project specifications, please contact Nick Gillette Office Line- 952-641-5171 or Cell 952-261-1089. **All bid documents may be downloaded from our website at <https://scottcda.org/resource/open-bids-rfps/>**

Respectfully,
Nick Gillette
Housing Rehabilitation Coordinator

Enclosures:

The following enclosures are a binding part of this request:

- Bidding and Contract Requirements: Instructions to Bidders (Division 0)
- General Requirements: Summary of Work (Division 1)
- Scope of Work
- 3D Cabinet CAD
- Cabinet Order Proposal From Minncor
- Bid Form
- Responsible Contractor Verification Form
- HUD-5369: Instructions to Bidders for Contracts
- HUD-5369-A: Representations, Certifications, and Other Statements of Bidders
- HUD-5370 - EZ: General Contract Conditions for Small Construction
- General Decision Number MN20210020 6/24/2021
- SCCDA-01: CONTRACTORS COMPLIANCE FORM
- Sample of Rehab Agreement

ADVERTISEMENT FOR BID

Site and Building

Improvements Project for Scattered Townhome Units at
Scott County Community Development Agency (CDA)
Evergreen Heights Kitchen Remodels 02-2022

The Scott County CDA will accept separate bids for the furnishing of all labor, materials, tools, equipment, and services necessary for the Site and Buildings Improvements Project listed above including all associated work required to remodel 16 kitchens the same as shown in bid documents. **Bids will be received until 12:00 PM (local time) April 18th, 2022** at the Scott County CDA Offices at, 323 Naumkeag Street South – Shakopee, MN 55379. At which time bids will be publicly opened and read aloud.

A mandatory pre-bid walkthrough for this project is scheduled for March 28st, 2022 at 12:00 pm (local time). Prime Contractors interested in bidding are required to attend. Meeting located at 1357 Norway Trail, Shakopee MN 55397.

A set of plans may be obtained from Scott County CDA

It is the Agency's intention to award a single prime contract to the lowest bid for the project listed above, based on available funding. The project construction start is anticipated to be Spring 2022.

It is the Bidder's responsibility to inquire as to the addenda issued.

A certified check or bank draft, payable to the order of the Scott County CDA or a satisfactory bid bond executed by the Bidder(s) and an acceptable surety, in the amount of five percent (5%) of the total bid, must be submitted with each bid.

Successful bidders must furnish and pay for satisfactory performance and payment bonds, in the penal sum of the full amount of the contract awarded. Bid award will be made to the lowest responsive and responsible bidder whose bid meets the requirements, subject to final approval by the Scott County CDA Board of Commissioners.

The Scott County CDA reserves the right to reject any and all bids at the complete discretion of the Agency. The Agency also reserves the right to cancel this solicitation in whole or in part at any time at its sole discretion. Advertisement for bids is pursuant to Minnesota Statutes Sections 375.21, 471.345 and 471.35.

Sealed Bids shall be addressed to:

Scott County CDA

Attn: Nick Gillette

Evergreen Heights Kitchen Remodels 02-2022

323 Naumkeag Street South

Shakopee, MN 55379

GENERAL REQUIREMENTS

SUMMARY OF WORK

PART 1 – GENERAL REQUIREMENTS

1.1 SCOPE OF WORK:

- 2 Demo Existing Kitchens this includes, Cabinets, Appliances, Faucet, Sink, Garbage Disposal, Countertops, Lower and Upper Bathroom Vanities
- 3 Installation of New Shutoff Valves at Kitchen Sink, Upper and Lower Bathroom Vanities
- 4 Repair of any damaged Sheetrock and Paint
- 5 Furnish and installation of New Cabinets, Vanities and Hardware
- 6 Furnish and installation of Counter Tops and Vanity Tops
- 7 Furnish and installation of Kitchen Sink, Kitchen Faucet, Garbage Disposal and Vanity Faucet
- 8 Re-Installation of Existing Appliances

A. SITE LOCATION: 16 In Total

1. 1334-1365 Norway Trail, Shakopee MN 55379
2. 1349-1367 Balsam Trail, Shakopee MN 55379
3. 3071-3083 Pine Tree Lane, Shakopee MN 55379

8.1 TIME FRAMES:

- A. **Pre Bid walk through is scheduled for March 28st, 2022 at 12:00pm at 1357 Norway Trail, Shakopee, MN 55379**
- B. **Bids Due: by 12:00pm April 18th, 2022 sealed and dropped off at the office of the Scott County CDA.**
- C. Project to start (materials ordered) immediately upon owner's approval.

8.2 SCHEDULING and PROJECT COORDINATION:

- A. Contractor will be required to present the CDA with a progress schedule showing all phases of work being completed well before the deadlines. Submit revised schedules if there are any changes.

8.3 SITE INFORMATION

A. **Occupied Rental units**

This work will be performed in occupied units. The work must be performed in a manner that causes the least disruption and minimal interference to the activities of others in the neighborhood.

8.4 ACCESS TO UNITS

- A. Contractor will be required to submit a list of employees for approval to work on this project. Workers may be subject to a background check prior to approval.
- B. **For bidding this project attendance to pre-bid inspection is strongly encouraged.**

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packing, Shipping, Handling, and Unloading

1. The contractor shall be responsible for storage of all materials. There is no available storage on site within the structure. The CDA would allow a storage trailer on site, which would be the sole responsibility of the contractor to secure at all times. The contractor must accept full responsibility of all materials and tools stored at the sites.

1.7 CONFORMANCE TO DESIGN REQUIREMENTS

- A. **Equivalents:** Where one certain kind or brand of materials may be named, it shall be regarded as the required standard of quality. Substitutions lowering the performance, quality, method of assembly or installation, or not in keeping with the specifications and details will not be permitted. Time extensions will not be permitted to revise or redesign a product found not to comply. The CDA reserves the right to reject any product and to make the final determination of products submitted for prior approval. Submittals must be received no later than 10 days prior to bid opening. See Instruction to Bidders for further details.

1.8 PRECONSTRUCTION MEETING

- A. All trades may be required to attend a pre-construction meeting prior to start of work.

1.9 MISCELLANEOUS CONTRACTOR REQUIREMENTS

- A. Contractor to verify all on site conditions and measurements and be responsible for the same.
- B. Contractor shall obtain all necessary permits and be responsible for any inspections required from the issuance.
- C. The contractor shall be responsible for the care and control of the construction site.
- D. The general contractor shall be responsible for coordinating the work of all employees and subcontractors. Contractor shall take all measures necessary for the safety of workers and the tenants.
- E. The general contractor shall maintain a clean and orderly work site at all times.
- F. The contractor shall provide and install sufficient materials in each area being worked in as required for the protection of existing building finishes and owner/tenant items from any damage during construction.

END OF SECTION

BIDDING AND CONTRACT REQUIREMENTS

Instructions to Bidders

1. INSTRUCTIONS TO BIDDERS

- A. The Instructions to bidders, HUD-5369 (10/2002), is hereby incorporated as the Instructions to Bidders for this project.
- B. Contractor's proposal for Evergreen Kitchen Remodels located at:

Located at 1334-1365 Norway Trail, 1349- 1367 Balsam Trail and 3071-3083 Pine Tree Lane, Shakopee, MN 55379 will be received until 12:00PM Noon on April 18th, 2022 at the office of Scott County Community Development Agency (CDA), 323 South Naumkeag Street, Shakopee, MN 55379, in accordance with the project scope and specifications.
- C. Bidders may obtain a full set of bidding documents by contacting bids@scottcda.org or Nick Gillette at Scott County CDA, 952-641-5171 or 952-261-1089.
- D. All bidders shall examine all documents and are required to visit the project site informing themselves of all existing conditions under which the work is to be performed. Bidders must make prior arrangements with Scott County CDA and shall neither request nor accept access from any resident to an occupied unit. Bidders shall record their own investigations relative to the structure of the grounds, existing buildings, obstacles that may be encountered, and any other relevant matters which may affect the work or bidding. All bidders shall base their bids strictly on conditions and **approved materials**, complying with the project scope and specifications.
- E. Certain processes, types of equipment, or kinds of materials are described in the specifications. In each instance where this occurs, it is understood and inferred that such description is followed by the words, "or approved equal".

Bidders must submit suggested alternates of materials, processes, or equipment with their bids. Alternates shall be submitted with all data necessary to demonstrate acceptability together with a statement of the amount of reduction from or addition to the base bid if such alternate is accepted. Suggested alternates and related cost changes shall include any changes required for related work if the alternate is accepted.

Bids submitted with substitutions not approved by the CDA or bids not complying with the specifications will be rejected.
- F. **Bidders shall submit their proposal executed on the forms provided to bidders in strict accordance with the instructions to bidders, with all cost items and alternates filled in, in ink or typewriter; incomplete bids will be rejected.** No special conditions or contingencies shall be added to the proposal form by a bidder. Proposals shall be signed by the individual if submitted by a sole owner, and all co-partners if submitted by a partnership. Proposals submitted by corporations shall state the correct corporate name and the state of incorporation, with the signature of an officer of the corporation authorized to bind the corporation to a contract.

- G.** All proposals over \$175,000 must be accompanied by a bid bond, cashier's check or certified check in an amount equal to five percent (5%) of the amount of the base bid, excluding any CDA listed alternatives, payable to CDA as a guarantee of prompt execution of the contract, in accordance with the proposal and contract documents. The successful bidder will furnish a bond acceptable to the CDA covering performance and payment within ten (10) days of award of contract. In the event the successful bidder does not enter into a contract, his bond or check will be forfeited to the owner in full amount as liquidated damages. Proposals may not be withdrawn within forty-five (45) days after the scheduled bid opening without the consent of the owner.
- H.** Bids shall be submitted dropped off unsealed:

Scott County CDA
323 Naumkeag Street S
Shakopee, MN 55379

Evergreen Kitchen Remodels 2-2022
SEALED BID
DO NOT OPEN

The outside of the bid envelope must be labeled:
Evergreen Kitchen Remodels 2-2022
SEALED BID
DO NOT OPEN

- I.** The CDA reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in the proposals. For the purpose of determining the lowest responsible bidder, the owner reserves the right to accept or reject any or all alternatives in any order he may wish to determine the successful bidder. Accordingly, contractor must supply all alternates for bid to be considered. If required by the CDA, a bidder shall submit a contractor's qualification statement. Contractor shall submit a complete list of subcontractors and suppliers. This submittal must be fully approved before the signing of contracts.

General Conditions

1. GENERAL CONDITIONS

- A. The following General Conditions are accepted as a part of the Rehabilitation Agreement:

Project Managing:

1. The contractor shall conduct his/her operations so as to maintain safe conditions. Fire lanes must be kept clear of contractor equipment and materials at all times. All construction debris shall be placed in dumpsters or other containers daily.
2. Tenant parking spaces must not be used for loading or unloading of materials.

B. SUBMITTALS

1. **Submittals for Bidding:**

- a. Bid Security in the form of a bid bond or certified check in an amount equal to five percent (5%) of the amount of the proposal for all projects \$175,000 and over.
- b. CDA Bid Form.
- c. CDA Contractor Compliance Form
- d. Responsible Contractor Verification of Compliance
- e. HUD 5369 A Representations, Certifications and other Statements of Bidders form
- f. Acknowledged Addendums
- g. Section 3, if applicable

2. **Submittals for Low Responsive Bidder:**

- a. Insurance: Insurance certificate and policies from the General and all Subcontractors (General Contractors to list the CDA as an additional insured).
- b. Bonding: Performance and payment bond for projects \$175,000 and over.
- c. Employee & Subcontractor / Independent Contractor List.
- d. Material and Supplier List
- e. Project start letter & progress schedule: Contractor shall provide the CDA with a project start up letter listing the date that the project will begin. Contractor shall also submit a progress schedule prior to commencement of the work. Provide updated schedule to the CDA as necessary to reflect current work status. Show completion of the work sufficiently in advance of the date established for substantial completion.

3. **Submittals for Project Close Out**

- a. Proof of Permits if needed.
- b. Manuals and Warranties from the General Contractor in writing for products installed.
- c. Completed W-9
- d. Certified Payrolls
- e. IC-134's Dept. of Revenue Withholding Affidavit from the General Contractor and all Subcontractors.
- f. Lien Waivers, if requested.

g. Invoice listing the CDA Project Name and address of work.

C. PAYMENT AND COMPLETION

1. The Owner will retain up to five (5%) percent of the Contract amount after Substantial Completion until final submittals are delivered to the CDA.
2. All invoices submitted for payment to the CDA will be processed within **30 days** as long as all necessary documentation are provided per the Submittals for Project Close Out and as follows.
3. The Contractor shall submit a partial paid and final "Paid in Full" lien waiver for each subcontractor and material payment.
4. The Contractor and each subcontractor shall submit with the final application for payment an IC-134, Withholding Affidavit for Contractors.

D. SALES TAX FOR CONSTRUCTION PROJECTS OF LOW INCOME HOUSING

1. The Scott County CDA construction alterations and rehab projects for low-income housing qualifies for tax exemption. The Minnesota legislation has determined that this is **not an upfront exemption** and that the tax on the construction materials must be paid at the time of purchase. The CDA in turn can file a refund claim for the sales tax paid on qualifying purchases with supporting documentation.

E. LIQUIDATED DAMAGES:

1. It is mutually agreed between the Contractor and Owner that time of completion is of the essence in this contract. The Contractor agrees that the work embraced by this contract shall be substantially completion on or before the date noted on the Contract and the Notice to Proceed. Should the Contractor neglect, fail or refuse to meet the above specified completion date, he shall pay the Owner as liquidated damages the sum of one hundred and NO/100 (\$100.00) dollars per calendar day for each calendar day the Contractor remains in default. If the delay in completing the work arises from unforeseeable causes beyond the control and without fault or negligence of the contractor, then the date of substantial completion shall be extended. The Contractor will be required to submit in writing the causes of delay and what their projected schedule is for new substantial completion. The CDA will ascertain the facts and the extent of the delay. In the judgment of the CDA written action will be taken to extend the contract within reason for substantial completion.

F. CHANGES IN THE WORK:

1. Costs related to a change shall be direct costs. All indirect costs shall be included in the contractor's overhead. Overhead (including general conditions) and profit related to a change shall be limited to 10% of the net cost of work by the contractor and 10% of the cost of work by subcontractors. Subcontractor markup is similarly limited. Contractor and subcontractors shall provide itemized substantiating data to permit evaluation of costs.

G. INSURANCE:

1. The Contractor shall provide a certificate of insurance, which shall indicate that the company shall give 30 days prior written notice in the event of cancellation or new renewal by the company and shall name the Owner as an additional insured under the policy.

2. The Contractor shall provide a certificate of insurance for Worker's Compensation and Employer Liability regardless of whether or not the owners are covered under the policy or there are or are not any employees
3. The Contractor shall indemnify and hold harmless the owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:
 - a. is attributable to bodily injury, sickness, disease or death or to injury or to destruction of tangible property - other than the work itself - including the loss of use resulting there from: and
 - b. is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
4. In any and all claims against the owner or any of their agents or employees, by any employee of the contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount of type of damages, compensation or benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.
5. The obligations of the contractor under this paragraph shall not extend to the liability of the architect or owner or their agents or employees arising out of:
 - a. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications: or
 - b. the giving of or the failure to give directions or instructions by the architect or owner and their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

H. FAIR HOUSING POLICY AND INDEMNIFICATION

1. Contractor acknowledges and understands that Scott County CDA is a housing provider that complies with and operates within the requirements of Federal, State, and local fair housing law. Scott County CDA does not discriminate against any person on the basis of race, color, national or ethnic origin, sex or sexual orientation, disability, age, familial status, marital status, religion, or status regarding public assistance.
2. Sexual harassment is a form of discrimination that violates fair housing law. Scott County CDA does not tolerate sexual harassment of residents or employees.
3. Contractor agrees to comply with all Federal, State, and local fair housing laws. Contractor understands that any act of discrimination or sexual harassment in violation of these laws shall constitute a breach of this agreement.
4. Contractor shall INDEMNIFY, defend and hold harmless Scott County CDA , its owners and managers, and their respective partners, directors, officers, employees, agents, representatives, and affiliates against any injuries, costs, and expenses (including, without limitation, all attorney's fees) caused by contractor's acts or omissions in violation of applicable Federal, State or local fair housing law.

I. CLEANING

1. The contractor is responsible to see that the work is maintained broom clean during construction and is final cleaned prior to owner acceptance. Grounds shall be cleaned of all concrete scrap, nails, debris, daily, and shall be placed in a dumpster or other container.
2. The contractor shall remove from and about the project waste materials, rubbish, the Contractor's tools, equipment, and surplus materials.
3. If the contractor fails to clean up as provided in the contract documents, the Owner may do so and the cost thereof shall be charged to the contractor.

END OF DIVISION

SCOPE OF WORK

PROPERTY LOCATION- 16 In Total

1334-1365 Norway Trail, Shakopee, MN 55379

1349- 1367 Balsam Trail, Shakopee, MN 55379

3071-3083 Pine Tree Lane, Shakopee, MN 55379

PROJECT SUMMARY

Demo and Full Remodel of 16 Kitchens

PART 1 GENERAL

1.01 Work Included

- I. Demo Existing Kitchens this includes, Cabinets, Appliances, Faucet, Sink, Garbage Disposal, Countertops, Lower and upper bathroom vanities
- II. Installation of New Shutoff Valves at Kitchen Sink, Upper and Lower Bathroom Vanities
- III. Repair of any damaged Sheetrock and Paint
- IV. Furnish and installation of New Cabinets, Vanities and Hardware
- V. Furnish and installation of Counter Tops and Vanity Tops
- VI. Furnish and installation of Kitchen Sink, Kitchen Faucet and Vanity Faucet
- VII. Re-Installation of Existing Appliances

1.02 Warranties

Labor and materials

1. The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of all labor and materials (notwithstanding additional manufacturer warranties).
2. Any deficiencies not meeting the specifications shall be corrected by the responsible contractor at his expense during the warranty period.

PART 2 PRODUCTS

2.01 Materials

Plumbing Fixtures

1. All Kitchen Faucets to be Moen® Adler™ One-Handle Pull-Down High Arc Spot Resist™ Stainless Kitchen Faucet Menards SKU# 6734688
2. All Vanity Faucets to be Moen® Adler™ One-Handle 4" Centerset Chrome Bathroom Faucet Menards® SKU: 6734739
3. All Kitchen Sinks to be Drop-In 33" Stainless Steel 3-Hole Double Bowl Kitchen Sink
4. All Shut off Valves to be chosen by contractor and meet ALL building codes and plumbing requirements

Cabinets & Hardware

1. All Kitchen Cabinets to be ordered by Contractor and custom built by Minncor Industries. Solid Wood. 42in Uppers. Shaker Front. "See attached 3D CAD and Build Proposal"
2. All Cabinet Hardware to be Bar Pulls 4in provided by Minncor with Cabinet Hardware

Paint

1. All Paint to match existing in Unit.

Counter Tops

1. All Counter tops to be Wilson Art Hard Surface Marzipan Mirage 9130MG. Can also be ordered through Minncor to correlate with Cabinet layout.
2. All Vanity Tops to be White Cultured Marble
 - a. Tuscany® 49" x 22" White Square Vanity Top Menards ® SKU: 6079924
 - b. Tuscany® 25" x 22" White Square Vanity Top Menards ® SKU: 6079921

PART 3 EXECUTION

3.01 Storage of Goods

- A. Contractor shall be responsible for materials at all times. Contractor shall make arrangements to be on-site for all deliveries and be responsible for the unloading, handling, and storage of all goods.

3.02 Inspection

A. Job Conditions

1. All material should be purchased via the specified retailer of previously outlined selections. Contractor responsible for verifying sizing of all materials to properly fit existing openings and to provide a schedule as well as coordinate all ordering, delivery, and installation. All installation shall be in accordance with manufacturer's installation instructions. All work shall comply with applicable building codes. Secure all permits as required.

3.05 Installation

- A. Use only skilled tradesmen with work done in accordance with specifications, building codes and manufacturer's installation instructions. Contractor responsible for coordinating all applicable trades to complete the work.

3.05 Protection and Cleaning

- A. After completion of work, all new and existing components shall be inspected, adjusted, put into working order and left clean, free of labels, dirt, etc. Protect installed product's finish surfaces from damage during construction.

END OF SCOPE OF WORK



**DEPARTMENT
OF CORRECTIONS**
MINNCOR INDUSTRIES

2420 Long Lake Road,
Roseville MN. 55113
Ph 651-361-7500
Fax 651-603-0119

To: Scott County CDA

Project Name: 1st Unit

Project Number:

Specification Section(s): As Drawn
Accept Redlined Minncor Specs

Date 8/23/2021
Quote # 1

Room Name	Qty		Unit	Total
Casework - Choose from Option 1,2,3				
Option 1	1	Kitchen Base and 30" tall uppers, Flat panel Doors.	\$3,105.00	\$3,105.00
		Face Frame Cabinets, White Melimine interiors		
		Full Specs on Page 1		
Option 2	1	Same as above with 36" tall Uppers	\$3,200.00	\$3,200.00
Option 3	1	Same as above with 42" tall Uppers	\$3,380.00	\$3,380.00
Countertops - Choose 1 from Options 4,5,6,7				
Option 4	1	Post Formed standard color Kitchen tops	\$520.00	\$520.00
Option 5	1	Square edge P.Lam tops made in our Shop	\$450.00	\$450.00
Option 6	1	Solid Surface levels 1 & 2, Cutout hole for sink	\$2,150.00	\$2,150.00
Option 7	1	Solid Surface levels 1 & 2, White double bowl sink	\$2,435.00	\$2,435.00
Culture Marble Vanity, Stand Color White on white				
	1	25 x 22, Center sink, Left End Splash, Right side finished	\$330.00	\$330.00
	1	48 3/4 x 22 Center sink, End splash Left & Right	\$226.00	\$226.00
Total for White White Tops				\$556.00
Prices are shown by the each. Applicable sales taxes are not shown at bid totals but will be calculated at 7.38% (and are subject to change) and added to the selected bid total				
Cabinet Only Delivery (per unit)				\$175.00
Cabinet plus tops delivery (per unit)*				\$295.00
assumes a solid surface selection				
See Page 1 For Specs				
Installation of our material is not included				
Retainage not allowed				
Material held past 30 days of contracted delivery date may be subject to storage charges.				
Form of agreement to be "State Of Minnesota Income Contract" or contractor purchase order(form must be acceptable to MINNCOR).				
Payment terms: Net 30 days				



**DEPARTMENT
OF CORRECTIONS**

MINNCOR INDUSTRIES

2420 Long Lake Road
Roseville, MN 55133
Ph 651-361-7500
Fax 651-603-0119

Date

8/23/2021

Customer **Scott County CDA**

Job **1st Unit**

MinnCor Specs

Quote #

1

Wood

Face Frame Cabinets

Oak

Joints Glued and Screwed together

Doors

Flat Panel Shaker Style Doors

Color

Edge Detail
Inside Profile

1/8 Round over
Square

Drawer Fronts

Solid Wood

In Wood Species

Edge Detail

1/8 Roundover

Hardware

Hinges

Face Frame Wrap 1/2" overlay Self Closing

Finish

G10 4" Satin Nickel

Drawer Slides

KV 8400

Handles

4" wire Pull

Finish

G10 Satin Nickel

Stain

Choice of Minncor standard colors

Finish

Sherwin Williams - Sher-wood F3 Wood Finish, Formaldehyde Free, Green Guard Certified

Cabinet Interiors

Upper/wall cabinets

Melamine White 3/4 behind Doors
Backs will be 1/2" thick matching material with 4" wide x 1/2 Thick nailers
Open interiors will be Finished same as Exteriors

Cabinet Interiors

Base Cabinets And Pantries/linens

Melamine White 3/4 behind Doors
Backs will be 1/2" thick matching material with 4" wide x 1/2 Thick nailers
Open interiors will be Finished same as Exteriors

Sink Cabinets

Plywood with P.Lam, Sealed

Shelves

Will be Adjustable, made of same materials as cabinet
5mm Holes with shelf pins

Drawer Boxes

Poplar dovetail Solid Wood with plywood bottom

VOC Compliant

Yes

Packaging and Shipping

Pallitized

NOTES

bidding several ways, 30' tall uppers, 36" tall uppers, 42" tall uppers
Counter Top bid - Post Formed tops, Square Edge Tops, Solid Surface white with Sink and with drop in sink

I accept Minncor Cabinets standards for this job

Sign _____

Title _____

Date _____

Wood

Maple Solid Wood 3/4
Oak Solid Wood 3/4
Other

Yes
Yes
No
Don't Care

Doors

3MM Laminate Plyron Core Door
HDF Wood Veneer 3MM wrap
Raised Panel Doors, Solid wood Center panel
Flat Panel Shaker Style Doors

Hinges

Blum 170
38N Blum Cup Hinge, 1/2" Overlay, 105 swing, Soft Close
39C Blum Cup Hinge, Full Overlay, 110 swing Soft Close
Face Frame Wrap 1/2" overlay Self Closing
Blum Concealed

OutsideProfile
1/4 lip Outside round over
1/8 outside round over Round
Other list to right
Square Outside edge
Same as doors
EdgeBanded to match Laminate as c/c

Insideprofile
Bead Inside edge
Square Inside edge
None
EdgeBanded to match Laminate as c/c

DrawerSlides

Blum 230, 3/4 Extension, 100 LBS Class,
KV 8810
KV8417 Full Ext Sif Closing Slides
KV 8400

HardwareFinish
14 Nickel
3 Polished Brass
BB Burnished Brass
FB Flat Black
G10 Satin Nickel
ORB Oil Rubbed Bronze
W White
WI Wrought Iron
WN Weather nickel
Brushed Chrome

Stain1

Earlly American
English Oak
TBD Standard Company Color
Finished Natural, No Stain
Choice of Minncor standard colors

CabinetInteriors

3/4 Plywood with applied P. Lam bottom and sealed
Melamine Banister Oak 3/4
Melamine English Oak 3/4
Melamine Hard Rock Maple 3/4
Melamine White 3/4 behind Doors
Plywood Rotary 3/4" thick match Face Frame Species
The Same as Base Cabinets
Kitchen Sink Base, P.LAM and Sealed

Handles1
4" wire Pull
Finger Pull
Other Fill In

Backs

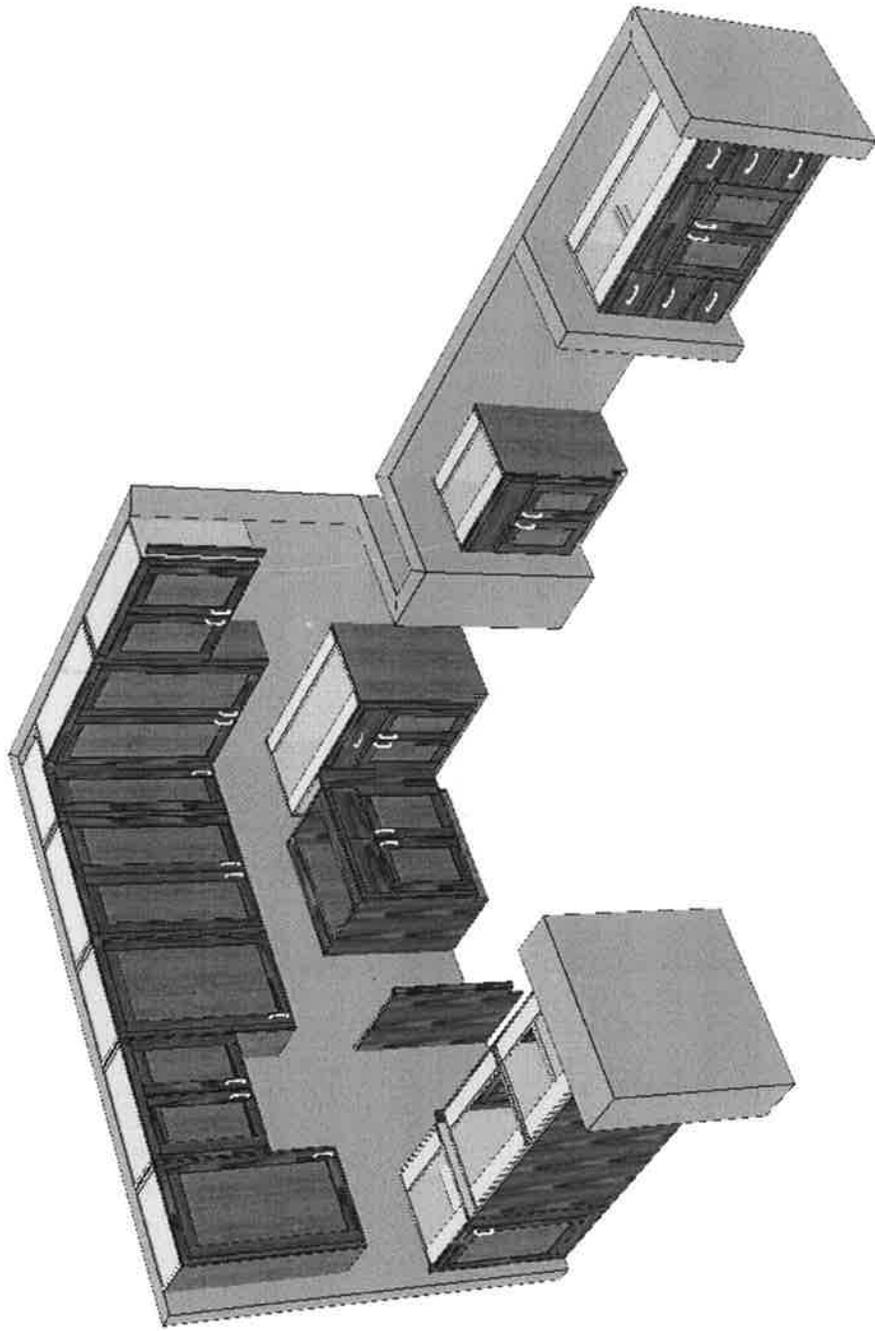
1/2" Fir Plywood
Melamine Banister Oak 1/2"
Melamine English Oak 1/2"
Melamine Hard Rock Maple 1/2"
Melamine White 1/2"
Plywood Rotary Cut 1/2" thick to match Face Frame Materials

DrawerBox

Baltic Birch with Locking Lap Joint with 1/4" White Bottom
Poplar dovetail Solid Wood with plywood bottom

Toekicks

Attached, 3/4 Fir Plywood with 1/4" plywood front Applied on Site by Oth
Attached, same material as interior Sides with 1/4" plywood applied on s
Detached, 3/4 Plywood with 1/4" plywood attached on site by others
Other



Bid Form
Evergreen Kitchen Remodels 2-2022
1334-1365 Norway Trail, Shakopee MN 55379
349-1367 Balsam Trail, Shakopee MN 55379
3071-3083 Pine Tree Lane, Shakopee MN 55379

COMPANY NAME _____

1. The undersigned, having carefully examined the Bidding Document prepared by the SCCDA, hereby proposes, and if this proposal is accepted, agrees to enter into a contract with SCCDA to furnish all material (**including sales tax, the SCCDA is not tax exempt**), labor, skill, tools and equipment for the **Evergreen Kitchen Remodels 2-2022**. All work shall be in strict accordance with the plans, specifications, requirements, and instructions, for the following sum:

2. **Base Bid Cost of the total work for the sum of:**

_____ Dollars \$ _____

3. **NOTE: BID SECURITY/PERFORMANCE BOND ONLY APPLICABLE FOR BIDS OF \$175,000 OR MORE.**

A cashier's check, bid bond, or certified check in the amount of \$ _____ dollars drawn to the order of the SCCDA is accepted hereto, with the understanding that if this proposal is accepted and the undersigned refuses, fails or neglects to execute the contract and furnish performance bond within fifteen (15) days of the date of acceptance of this proposal, it is understood and agreed between SCCDA and the undersigned that \$ _____ dollars, the same being that amount of bid security above mentioned, shall be the liquidated damages occasioned by such failure, refusal or neglect and that thereupon said owner may realize on said bid security and use the proceeds in payment of said damages and upon the further understanding that bid proposal will be promptly returned upon the rejection of this proposal or the signing of a contract and furnishing of the bond.

4. Addenda Nos. _____ have been received and incorporated in this Bid.

This proposal is submitted after careful study of the plans and specifications and from a personal knowledge of all conditions at the building site which was obtained from the undersigned's own sources of information and not from an official or employee of the SCCDA.

The undersigned does declare that this proposal is made without improper connection with any other person making a proposal on this work, and is in all respects fair and without collusion or fraud. It is understood that this proposal cannot be withdrawn within forty-five (45) days without the consent of

SCCDA and that the said owner has the right to accept or reject any or all proposals and to waive any informalities in the bidding.

Contractors may submit suggested alternates for consideration by the owner along with the add, deduct or no change applicable. Attach a full description or brochures to clearly explain any change proposed.

Signature: _____

Date: _____

Legal name of person, firm or corporation

Company: _____

Organized with laws of State of _____

By (Print): _____

Title: _____

Address: _____

_____ **Zip:** _____

Phone: _____ **Fax:** _____

Cell: _____

Email: _____

RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

Minnesota Statutes, Section 16C.285, subdivision 3. **Responsible Contractor, Minimum Criteria.** “Responsible Contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the minimum criteria set forth below. Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

1. The Contractor:
 - i. is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. is in compliance with the Department of Revenue and the Department of Employment and Economic Development registration requirements if it has employees;
 - iii. has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

2. The contractor or related entity is in compliance with and, during the three-year period before submitting verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, section 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
 - ii. has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; and*
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor.

*Any violations, suspensions, revocations, or sanctions, as defined in clauses 2 to 5 occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

Certification

By signing this document, I am certifying that I am an owner or officer of the contractor and am verifying under oath that:

- 1. Contractor is in compliance with Minnesota Statutes, Section 16C.285,**
- 2. I have included Attachment A-1, and**

Contractor Company Name

Date

Authorized Signature of Owner or Officer

Printed Name

Title



CONTRACTOR COMPLIANCE FORM

This form must be filled out by all General Contractors and Sub-Contractors providing bids.

Project Address: 16049 Franklin Trail SE, Prior Lake, MN 55372

SECTION I. CONTRACTOR INFORMATION

- 1. Name: Address:
2. Type of Business:
3. Are you licensed in the State of MN? YES NO License Number:
4. Women Business Enterprise? Minority Business Enterprise? YES NO If yes, enter Racial/Ethnic Code from Below:
5. Bidding as a General Contractor Sub-Contractor If Sub, indicate General Contractor Name:
6. Date of Site Visit:
7. Current number of Employees: Women Employees: Minority Employees:

If Minority Employees enter Racial/Ethnic Code from below:

Code: Number :

8. Total Dollar amount of Bid: \$ (If amount exceeds \$100,000, please fill out Section II of this document).

SECTION II. New Hires when Bid Exceeds \$100,000 (must comply with Section 3 requirements)

- 9. Number of employees to be hired for this contract:
10. Number of Low-Income Project Area Residents (L.I.P.A.R.) to be hired for this contract:

Table with 3 columns and 2 rows of Racial/Ethnic Codes: 1. White, 2. Black/African American, 3. American Indian or Alaskan Native, 4. Asian, 5. Native Hawaiian or Pacific Islander, 6. Hispanic or Latino

I hereby certify that it is the policy of the undersigned to comply with all existing laws prohibiting discrimination in all aspects of employment due to race, color, creed, sex, age, religion, national origin, marital status, receipt of public assistance or disability.

General Contractor/Subcontractor Signature Date

The Scott County Housing and Redevelopment Authority does not discriminate on the basis of race, color, creed, national origin, sex, religion, marital status, status with regard to public assistance, sexual orientation or familial status, in the employment and/or the provision of services.

Equal Opportunity Housing and Equal Opportunity Employment



REHAB AGREEMENT

THIS AGREEMENT is made and entered into this _____, between the Scott County Community Development Agency, 323 South Naumkeag Street, Shakopee, MN ("SCCDA"), and _____ who's address is: _____ ("Contractor") for the improvement, repair or alteration at the units located _____ ("Project") The Parties agree as follows:

WITNESSETH:

1. **The Contract.** The Contract consists of this Agreement, the plans and specifications, and all written modifications and change orders. The Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by written change orders as provided elsewhere in this contract.
2. **The Work.** The Work shall consist of the following:
See Scopes of Works included in IFB package for details.
3. **Contract Time.** The work shall begin on or about _____, and will be completed by _____. In the event the Work is not completed by the agreed-upon date, the Contractor and/or its sureties shall be assessed as liquidated damages, and not as a penalty, the sum of **One Hundred Dollars (\$100)** per calendar day until the Work is completed, in addition to any other damages SCCDA may incur.
4. **Contract Price.** SCCDA agrees to pay Contractor for the performance of the Work, subject to additions and deductions by written change orders as provided for elsewhere in the Contract, the sum of \$ _____
5. **Payment.** SCCDA shall make payments to Contractor as follows:
 - (a) Progress payments shall be made within ten (10) days after receipt and approval by SCCDA of each invoice. Contractor shall provide, with each invoice, supporting documentation satisfactory to SCCDA that the labor and materials invoiced for have been incorporated into the Project, as partial lien releases in a form acceptable to SCCDA for all labor and material supplies.

- (b) Five percent (5%) retainage shall be withheld from the amount otherwise due on each invoice, and paid as part of final payment.
 - (c) Final payment shall be made to Contractor upon: (1) Contractor's completion of Work and its acceptance by SCCDA; (2) delivery by Contractor to SCCDA of final lien releases for itself, its subcontractors, material suppliers, and any other person or entity supplying labor or material to the Project; and (3) delivery by Contractor of documentation indicating compliance with all the requirements contained in Minn. Stat. § 290.92 regarding the withholding of taxes and wages.
6. **Contractor's Obligations.** Contractor shall supervise and direct the Work. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Unless otherwise specifically noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work. Contractor shall take all steps reasonably necessary to ensure the safety of persons and property in connection with the performance of the Work. Contractor shall secure all permits, fees, and licenses necessary for the execution of the Work. Contractor will keep the property free from unreasonable accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor will remove all of its waste materials and rubbish from the Project as well as its tools, construction equipment, machinery, and surplus materials and shall clean all glass surfaces and leave the Work "broom clean."
7. **Compliance with Laws.** Contractor will comply with all applicable federal and state laws, codes, regulations municipal ordinances and regulations and will pay all costs, expenses, fees and taxes connected with such compliance, including sales and use taxes, and will also pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and will furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing, and will hold SCCDA harmless from any and all losses or damage occasioned by the failure of Contractor to comply with the terms of this paragraph.

In particular, and without limiting the foregoing, Contractor shall comply with:

- (a) Section 504 of the Rehabilitation Act of 1973. 29 U.S.C. § 701, et. seq., and the regulations contained in 31 C.F.R., part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, shall review, and if necessary, modify their programs and activities so that discrimination based on handicap is eliminated";
- (b) All federal, state and local affirmative action and equal employment opportunity laws;
- (c) The Minnesota State Human Rights Act (Minnesota Statute, Chapter 363).
- (d) The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 through 12213, as applicable,

- (e) All applicable federal and state labor standards laws, including but not limited to labor standards and prevailing wage rates mandated by the "Davis-Bacon" Act and related acts; and
- (f) All applicable Federal Housing & Redevelopment Authority ("HUD") requirements, including the requirements identified on forms HUD 5369, 5369-A and 5370-EZ.
- (g) All applicable Minnesota Housing Financing Agency (MHFA) requirements, including the requirements identified in the MHFA Rental Housing Design/Construction Standards manual revised April 2014.

8. **Contractor's Insurance and Bonds.** Contractor shall purchase and maintain at all times, during the performance of the Work, and for one (1) year thereafter, the following insurance.

- (a) Comprehensive General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit (CSL), with coverage pertaining to operation and premises of Contractor.
- (b) Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- (c) Professional Liability Insurance (when required) in the minimum amount of \$1,000,000 combined single limit (CSL).
- (d) Excess Umbrella Liability Policy in the amount of \$1,000,000 will be additionally required if any of the above policies have lower limits than stated.
- (e) Worker's Compensation Insurance per Minnesota Statutes.
- (f) Prior to the effective date of this Contract, and as a condition precedent to this Contract, the Contractor will furnish SCCDA with certificates of insurance listing SCCDA as an "Additional Named Insured."
- (g) The following words must be on the certificate: "Thirty (30) days' advance written notice of changes or cancellation of coverage will be given to the certificate holder." Any additional words such as "will endeavor to" or failure to do so will impose no obligation," must be crossed off the certificate.

In addition, if required by SCCDA, Contractor shall furnish payment and performance bonds in the amount of the Contract Price, from sureties acceptable to SCCDA.

9. **Changes in the Work.** All changes in the Work shall be authorized only by written Change Orders signed by SCCDA and Contractor before commencement of the Work identified on the Change Order, and containing appropriate adjustments in payment and time.

Costs related to a change shall be direct costs. All indirect costs shall be included in the contractor's overhead. Overhead (including general conditions) and profit related to a change

shall be **limited to 10%** of the net cost of work by the contractor and 10% of the cost of work by subcontractors. Subcontractor markup is similarly limited. Contractor and subcontractors shall provide itemized substantiating data to permit evaluation of costs.

10. **Warranty.** Contractor warrants and guarantees that all materials and equipment incorporated into the Work shall be new and that all Work shall be of good quality, free from faults and defects and in strict conformance with the requirements of this Contract. SCCDA shall have the right to inspect Contractor's Work and to reject any portion thereof not in accordance with the requirements of the Contract. Contractor, at its sole expense, shall promptly replace rejected portions of Contractor's Work in a manner satisfactory to SCCDA. Further, upon receipt of a written notice from SCCDA, Contractor shall promptly repair and make good in accordance with the Contract any defect that may appear in Contractor's Work within one (1) year after final completion of the Project or within such longer period as may be required by the parties or by statute. The one-year period shall begin anew with respect to any defect so repaired beginning at the time of completion of such repair. Contractor, at its sole expense, shall also repair or replace any adjacent work or materials disturbed or damaged during or as a result of such corrective work. The obligation to repair defects in Contractor's Work as described herein shall not limit the obligations of Contractor or the rights of SCCDA under the Contract and applicable law.
11. **Contractor's Default.** If, in SCCDA's judgment, Contractor defaults or neglects to carry out the Work in accordance with this Contract or fails to perform any provision of this Contract, SCCDA, after seven (7) days' written notice to Contractor, and without prejudice to any other remedy, may make good such deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor, or, at the SCCDA's option terminate Contractor after payment for all Work performed up to the date of termination.
12. **Termination for Convenience.** SCCDA has the right to terminate this Contract for convenience, and without cause, upon seven (7) days' written notice to Contractor. Upon termination, SCCDA's sole obligation shall be to pay Contractor for Work performed and reasonable expenses incurred up to the date of termination.
13. **Indemnity.** Contractor agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the Work. Further, Contractor, to the fullest extent permitted by law, agrees to defend, indemnify and save harmless SCCDA, its agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which SCCDA may be or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. 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.
14. **Dispute Resolution and Choice of Law.** Any controversy of claim arising out of or relating to this Contract or the breach thereof shall be settled by mediation, and then arbitration, each in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court

having jurisdiction thereof. The Contract shall be governed in accordance with the laws of the state of Minnesota.

15. **Independent Contractor.** Contractor is an independent contractor, and nothing contained in the Contract is intended or shall be construed as creating an employee, copartner or joint venture relationship with SCCDA, Scott County, or any of their departments or agencies. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or other benefits available to SCCDA or to Scott County employees shall accrue to Contractor or employees of Contractor performing Work pursuant to the Contract.

16. **Data Practices.** All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

17. **Records Availability and Retention.** Pursuant to Minnesota Statute 16B.06, Subd.4, Contractor agrees that SCCDA, or any of its duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Contract.

Contractor agrees to maintain these records for a period of six (6) years from the date of termination of this Contract.

18. **Subcontracting and Assignment.** Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of SCCDA and subject to such conditions and provisions as SCCDA may deem necessary. Contractor shall be responsible for the performance of all subcontractors.

19. **Nondiscrimination.** During the performance of this Agreement, Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

20. **Lien Free Project:** Contractor shall ensure that the Project remains free and clear of all claims, encumbrances and liens for labor, services and materials. If Contractor fails to pay for any labor,

services or materials purchased for or used in the Work, SCCDA may, at its sole option, pay such claims and deduct the amount paid from any amount otherwise owing Contractor. In the event any suit is filed against SCCDA, asserting a claim or lien for labor, services, or materials purchased for or used in the Work, Contractor, at its own sole cost and expense, including attorneys' fees, will defend such suit and pay any judgment rendered therein.

21. **Successors and Assigns.** Contractor will not assign all or part of this Contract without the express written consent of SCCDA. This Contract is for the benefit of, and also binds, Contractor's and SCCDA's respective successors and assigns.

22. **Miscellaneous.**

- (a) SCCDA shall not be responsible for delays in performance due to "acts of God," Force Majeure, war, government interference or other causes beyond its reasonable control.
- (b) A waiver of any breach of this Contract is not a waiver of any continuing or subsequent breach. A waiver must be written and signed by the party against whom enforcement of the waiver is sought.
- (c) If any provision of this Contract, in whole or in part, is illegal or unenforceable, it will be severed and the balance of the Contract enforced.
- (d) The remedies in this Contract are exclusive, and all other remedies, warranties, conditions or other obligations (whether implied by law, fact, custom, trade, or course of dealing) are expressly excluded.

IN WITNESS THEREOF the parties hereto set their hands the day and year first written above.

SCCDA

Contractor

By _____

By _____

Its Housing Director

Its Owner

Dated: _____

Dated: _____

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder'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).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any 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).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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 a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

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

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.

"General Decision Number: MN20210020 06/25/2021

Superseded General Decision Number: MN20200020

State: Minnesota

Construction Type: Residential

Counties: Anoka, Carver, Dakota, Ramsey, Scott, Sherburne and Washington Counties in Minnesota.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/05/2021
2	05/21/2021
3	06/25/2021

CARP0322-011 05/01/2018

ANOKA, CARVER, DAKOTA, RAMSEY, SCOTT, SHERBURNE (Excluding St. Cloud & extending 5 miles beyond the city limits of St. Cloud), WASHINGTON

	Rates	Fringes
CARPENTER.....	\$ 31.89	19.46
Wood Frame Construction.....	\$ 33.10	15.89

CARP0322-013 05/01/2018

SHERBURNE (NW portion including St. Cloud & extending 5 miles beyond the city limits)

	Rates	Fringes
CARPENTER		
WOOD FRAME CONSTRUCTION.....	\$ 33.10	15.89

CARP0930-014 05/01/2016

SHERBURNE (Extreme NW portion, including St. Cloud & extending 5 miles beyond the city limits)

	Rates	Fringes
CARPENTER.....	\$ 31.69	17.71

ELEC0110-001 05/01/2019

ANOKA (Except Anoka & Fridley Townships & the cities of Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey & Spring Lake Park), DAKOTA, RAMSEY, SHERBURNE (East of Becker and Santiago Twps), AND WASHINGTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.30

ELEC0292-001 05/01/2020

ANOKA (Anoka & Fridley Townships & the cities of Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey & Spring Lake Park), CARVER, SCOTT, SHERBURNE (East of Hwy 25 to Hwy 10 and an imaginary line straight West to the Mississippi River)

	Rates	Fringes
ELECTRICIAN.....	\$ 45.51	31.69

ELEC0292-023 07/01/2020

SHERBURNE (West of State Hwy 25 to Hwy 10 and an imaginary line straight West to the Mississippi River)

	Rates	Fringes
ELECTRICIAN		
Electrical Contracts \$5 Million and over:.....	\$ 37.12	23.14
Electrical contracts under \$5 Million:.....	\$ 36.67	22.89

ENGI0049-059 05/01/2012

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

GROUP 7.....	\$ 30.30	15.95
GROUP 8.....	\$ 28.29	15.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 2: Grader/Blade

GROUP 3: Dragline

GROUP 4: Backhoe

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

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

GROUP 7: Self Propelled Vibrating Packer.

GROUP 8: Oiler.

IRON0512-001 05/03/2020

	Rates	Fringes
IRONWORKER (STRUCTURAL).....	\$ 38.35	30.70

LABO0132-035 05/09/2016

DAKOTA, RAMSEY, SCOTT, AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.41	17.44
Group 2.....	\$ 32.91	17.44

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

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

PAIN0061-001 05/01/2012

DAKOTA, RAMSEY, WASHINGTON COUNTIES

	Rates	Fringes
PAINTER (SPRAY).....	\$ 31.89	17.41

PAIN0386-019 05/01/2012

ANOKA, CARVER, SCOTT

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

PAIN0386-022 05/01/2012

SHERBURNE (South and East of a line drawn between the town of Santiago in Sherburne County and the town of Clearwater in Wright County)

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

PAIN0884-028 06/01/2010

SHERBURNE (Western one-half, North & West of a line drawn between the city of Santiago in Sherburne County & the city of Clearwater in Wright County)

	Rates	Fringes
PAINTER (SPRAY).....	\$ 24.91	13.31

PROJECTS UNDER \$8,000: Receive 80% of basic hourly rate.

PLUM0015-018 05/01/2020

ANOKA, CARVER, SCOTT & SHERBURNE (East of a line running northeasterly from the point of Wright County that lies furthest north to that point of Mille Lacs County that is south by west)

	Rates	Fringes
PLUMBER.....	\$ 49.99	26.21

FOOTNOTE:
Paid Holiday: Labor Day

PLUM0015-025 05/01/2020

SHERBURNE (Remaining Western portion)

	Rates	Fringes
PLUMBER.....	\$ 45.69	24.63

FOOTNOTE:
Paid Holiday: Labor Day

PLUM0034-017 05/01/2020

DAKOTA, RAMSEY, WASHINGTON

	Rates	Fringes
PLUMBER.....	\$ 44.10	28.93

FOOTNOTE:

Paid Holiday: Labor Day

* PLUM0455-002 05/01/2021

DAKOTA, RAMSEY, WASHINGTON

	Rates	Fringes
PIPEFITTER.....	\$ 42.95	33.75

PLUM0539-007 05/01/2020

SHERBURNE COUNTY (West of a line running Northeasterly from the Northern point of Wright County to the Southwestern tip of Mille Lacs County)

	Rates	Fringes
PIPEFITTER.....	\$ 37.64	31.42

PLUM0539-015 05/01/2018

ANOKA, CARVER, SCOTT, SHERBURNE (East of a line running northeasterly from the point of Wright County that lies furthest north to that point of Mille Lacs County that is south by west)

	Rates	Fringes
PIPEFITTER.....	\$ 34.26	20.19

ROOF0096-051 05/01/2021

ANOKA, CARVER, DAKOTA, RAMSEY, SCOTT, WASHINGTON

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

FOOTNOTE: Paid Holiday - Labor Day

* ROOF0096-053 06/01/2021

SHERBURNE

	Rates	Fringes
Roofer.....	\$ 35.39	19.81

SHEE0010-087 05/01/2017

ANOKA, CARVER, DAKOTA, RAMSEY, SCOTT, WASHINGTON

	Rates	Fringes
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Sheet Metal Worker.....\$ 30.11 18.88

FOOTNOTE: Paid Holiday: Labor Day

SHEE0010-088 04/04/2020

SHERBURNE

	Rates	Fringes
SHEET METAL WORKER.....	\$ 27.28	21.40

SUMN2009-057 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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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 www.dol.gov/whd/govcontracts.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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 DECISION"