BID PROJECT MANUAL

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INSURANCE

To participate in the NSP Rehabilitation Project, Contractors must provide a Certificate of Insurance from their insurance carrier, certifying the Contractor's firm has insurance in force with at least the following types and minimum amounts of coverage. The certificate must be endorsed to provide that the policies will not be cancelled or changed until 30 days after written notice has been delivered to the CDC. The HRA must be named as additional insured on the certificate, using the language in the SAMPLE insurance certificate, attached.

A. The Contractor:

The Contractor shall furnish the HRA with Certificates of Insurance evidencing compliance with this Section, which certificates shall become part of this Agreement. The Contractor shall be required to carry insurance with at least the following types and minimum amounts of coverage.

The Contractor shall furnish a Certificate of Insurance showing same to be in effect before proceeding with the work. The HRA shall not be obligated to honor payment requests at any time when the coverages required by this Agreement are not in force.

Per occurrence or aggregate limits can be met through purchase of an umbrella or excess policy.

B. Comprehensive General Liability in the amount **$1,500,000 per occurrence, $2,000,000 aggregate**. General Liability insurance must be written to include owner's contingent or protective liability coverage. Minimum coverage shall include the following:

$1,500,000.00 Each Occurrence
$2,000,000.00 Aggregate Limit

General liability shall provide all of the following additional coverages:
a. Products/Completed Operations
b. Personal and Advertising Injury Liabilities (Perils A, B, C)

C. Automobile Liability, including Owned, Hired & Non-Owned Combined single limit.

a. Bodily Injury (Per Person) $100,000.00
b. Bodily Injury (Per Accident) $300,000.00
c. Property Damage $100,000.00
Or
d. Combined Single Limit (CSL) $1,000,000.00

D. Workers' Compensation including Employer's Liability:

a. Worker's Compensation per Minnesota Statutes
b. Employer's Liability:
$500,000 each accident
$500,000 each employee
$500,000 each disease

E. Notice of Cancellation: Each insurance policy shall contain a provision requiring ten (10) days written notice of cancellation or change of the policy to the HRA.

F. Additional Insureds on General Liability and Automobile Insurance: The HRA and City of St. Paul must be named as additional insureds on General Liability and Automobile insurance policies. All Certificates of Insurance shall contain a statement that *"each coverage afforded to the St. Paul HRA and the City of Saint Paul as an additional insured under this policy expressly includes the duty to defend and the duty to indemnify."*

The HRA's and City's address is:
St. Paul HRA / City of St. Paul
c/o NSP Rehab Program
25 West 4th Street, 1100 CHA
St. Paul, MN 55102

A sample Insurance Certificate is available from the HRA upon request for forwarding to the insurer and the language and limits must be followed exactly to be accepted.

G. Builder's Risk Insurance is not required of the Contractor; Insurance for Contractor's equipment and materials is required.

The HRA will carry fire and extended coverage insurance (Builder's Risk) on the property. It is the responsibility of the Contractor however to carry insurance to cover tools, equipment or materials stored in or on the property and owned by the Contractor. The Contractor is also required to carry insurance at contractor's expense to cover materials, products, etc. delivered to the property but not yet installed.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY) 07/01/07

PRODUCER

Insurance Provider
100 Insurance Lane
Saint Paul, MN 55100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Organization
Organization Address
Saint Paul, MN 55100

INSURER A: Insurance Co. ABC
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:	**Note: Contractor's insurer must follow Contract General Conditions Article 8.2 for required coverages.**	07/01/10	07/01/11	EACH OCCURANCE	$ 1,500,000.
					DAMAGE TO RENTED PREMISES (each occurrence)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$ 1,
					GENERAL AGGREGATE	$2,
					PRODUCTS – COMP/OP AGG	$
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		07/01/10	07/01/11	COMBINED SINGLE LIMIT (each accident)	$ 1,00 00
					BODILY INJURY (Per person)	$ 100,000
					BODILY INJURY (Per accident)	$ 300,000
					PROPERTY DAMAGE (per accident)	$ 100,000
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
					EACH ACCIDENT	$
					AGGREGATE	$
A	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE ☐ INCL ☐ EXCL				X WC STATUTORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$ 500,000
					E.L. DISEASE - EA EMPLOYEE	$ 500,000
					E.L. DISEASE – POLICY LIMIT	$ 500,000
	OTHER					

Minimum of $1,500,000 per occurrence and $2,000,000 aggregate

Include additional indemnification language

DESCRIPTION OF OPERATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The certificate holder is Additional Insured as respects contractual agreement with Named Insured. Each coverage afforded to the St. Paul HRA and City of St. Paul as an Additional Insured under this policy expressly includes the Duty to Defend and Indemnify.

CERTIFICATE HOLDER

St. Paul Housing and Redevelopment Auth
c/o NSP Rehab Program
25 West 4th Street, 11th Floor
Saint Paul, MN 55102

Include Address

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Certificate endorsed to provide that policies are not cancelled / changed until 10 days written notice to HRA.

B2Gnow/LCP tracker

CONTRACT COMPLIANCE MONITORING SYSTEM September 2009

In an effort to assist contractors in their compliance with legal and contractual requirements, the City of Saint Paul ("City") and the Housing and Redevelopment Authority ("HRA") has instituted an online contract compliance monitoring system. The system was designed to help reduce the contractor's administrative costs and to provide various work-flow automation features that improve the project reporting process, as well as to assist the City in more efficient monitoring of data provided.

Beginning in October 2009, this online system will begin to be phased-in on City and HRA projects. The prime contractor and all participating subcontractors awarded contracts as a result of this bid process are to be aware that they may be required to use the secure web-based system to submit project information, including, but not limited to, monthly progress payment reports including payrolls and other data including Vendor Outreach goals if applicable. The City and the HRA may also require additional information related to the contract to be provided electronically through the system at any time, before, during or after the contract is finalized.

The Contract Compliance Monitoring Software selected is **B2Gnow/LCPtracker** and has been designed to streamline the reporting process, reduce or eliminate paperwork, and assist contractors and subcontractors in complying with the program's reporting requirements. Utilizing this software has been shown to reduce the amount of time currently required to submit hard copy documentation and is provided for use by contractors and subcontractors at no cost.

Procedural differences between the previous conventional reporting and the new web-based system include:

- Progress payment status reports will be submitted via the web-based system.
- Paper copies will no longer be required.
- Contractors will be required to enter data for payments made to subcontractors and subcontractors will be required to enter data for payments received into the web-based system.

Information regarding accessing the system will be provided to the contractor's designated point of contact during the pre-construction conference. The prime contractor and all subcontractors are responsible for responding by any noted due date to any instructions or requests for information and for checking the **B2Gnow/LCPtracker system** on a regular basis to manage contact information and contract records.

The prime contractor will be responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. Training sessions on the new web-based compliance monitoring system will be available for Contractors and assistance will be given by City and HRA staff as needed.

VENDOR OUTREACH PROGRAM

DEPARTMENT OF HUMAN
RIGHTS AND EQUAL ECONOMIC
OPPORTUNITY

CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

290 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102-1681

Telephone: (651) 266-8903
Facsimile: (651) 266-8919
TDD: (651) 266-8977

Date: May 11, 2010

To: Contractors on NSP Projects

Re**:** Vendor Outreach Program Goals on Development Projects

Chapter 84 of the Saint Paul Administrative Code (the Vendor Outreach Program) sets the City's policy for helping minority-owned, women-owned, and small businesses (MBEs, WBE, SBEs) participate in City contracts. It is a comprehensive policy and includes a broad range of contracting activities associated with City Development projects. The same rules apply to the City's HRA contracts as well. The specific expectations for development projects are outlined below to help navigate you thru the process.

Vendor Outreach Goal
In accordance with Chapter 84, the City has established the following Vendor Outreach goals for the utilization of MBEs, WBEs, and SBEs:

25% SBE - The City is further asking each developer to make a good faith effort to allocate a portion of the 25% goal as follows:
5% MBE, and 10% WBE

These goals will be applied to **total development costs for each project**, including both construction and non-construction contracts and subcontracts. (Some examples of non-construction areas are design, engineering, legal, marketing, realtor services, interior decorating, and consulting.)

The City's definition of a good faith effort is contained in Section 84.08 of the VOP ordinance. It appears at the end of this document.

Chapter 84 requires that certified MBEs, WBEs, and SBEs be used to meet City goals. To be eligible for the Program, businesses need to demonstrate that they are owned and controlled by minorities, women or meet certain revenue guidelines. The City has a joint certification program along with the City of Minneapolis, Hennepin County, and Ramsey County.

A current directory of all certified vendors can be downloaded from the following web site:

www.govcontracts.org

You may also contact the City's Vendor Outreach Program Coordinator for assistance in identifying certified vendors:

Stephanie Selb, Vendor Outreach Program Coordinator
(651) 266-8900
stephanie.selb@ci.stpaul.mn.us

You may also contact Stephanie if you identify vendors of interest who are not certified. She will work with you to get them certified.

Reporting
You must report the specific good faith efforts you are making to achieve the Vendor Outreach Goals**,** and identify the certified vendor you are using to meet the goals. Complete the attached *Vendor Outreach Goal Status Report* and return it to:

Stephanie Selb, Vendor Outreach Coordinator,
Dept. of Human Rights & Equal Economic Opportunity,
Room 280 City Hall/Courthouse,
15 W Kellogg Blvd, Saint Paul, MN 55102.
Phone: (651) 266-8900 stephanie.selb@ci.stpaul.mn.us.

Failure to document and report your efforts in achieving these goals may have an adverse effect on your ability to do business with the City of Saint Paul in the future and will constitute a default under your agreement with the City/HRA.

If you have any questions about any of the information provided here, your Project Manager or Stephanie Selb will be happy to help you.

By signing below, you acknowledge that you have been notified of the Vendor Outreach Goals for this project, and agree to comply with the requirements of the Program.

_____ _____
Contractor Date

Project: _____

DEPARTMENT OF HUMAN RIGHTS AND
EQUAL ECONOMIC OPPORTUNITY
Luz María Frías, Director
240 City Hall Telephone: (651) 266-8966
15 West Kellogg Boulevard Facsimile: (651) 266-8962
Saint Paul, MN 55102-1681 TDD: (651) 266-8977

City of Saint Paul
Vendor Outreach Program
Good Faith Effort Standards
Excerpted From Chapter 84 of the Saint Paul Administrative Code

Sec. 84.08 Prime contract bid requirements

(C) Outreach requirements. The following steps are required for compliance with the outreach requirements of the vendor outreach program in this section 84.08.

(1) List each possible subcontract opportunity in the prime contract, indicating where possible the SIC Code of such work, seeking the assistance of the manager in ascertaining such subcontract opportunities.

(2) Obtain a current list of certified SBEs. MBEs, and WBEs from the manager, which list shall contain where available the applicable SIC Code or codes for such businesses.

(3) Attend all pre-bid conferences to obtain information about the vendor outreach program, the levels of participation of certified SBEs, MBEs, and WBEs, and the outreach requirements herein.

(4) Request assistance from minority and women community organizations, minority and women contractor groups, or other organizations that provide assistance in the recruitment and placement of SBEs, MBEs, and WBEs.

(5) Obtain a current list of minority and women publications from the manager.

(6) Solicit bids from certified SBEs, MBEs, and WBEs, which have been identified as being available and capable of performing the necessary work, for the subcontracts within the prime contract at least ten (10) days prior to bid opening, by phone, advertisement in a local paper and the relevant minority publications on the list obtained from the manager, or other means specified by the manager, by written notice to the bidder. The bidder for the prime contract must solicit bids from a minimum of five (5) such certified businesses for each subcontract within the prime contract, by SIC Code where available and applicable. If the applicable certified list, using the SIC Code or codes where available, is five (5) or fewer, such bidder must contact the entire list.

(7) Provide plans and specifications or information regarding the location of plans and specifications to certified SBEs, MBEs, or WBEs

(8) Where applicable, advise and make efforts to assist interested SBEs, MBEs, and WBEs to obtain bonds, lines of credit, or insurance required to perform the contract.

(9) Submit documentation if bids from certified SBEs, MBEs, or WBEs were rejected, giving the complete basis for the rejection and evidence that the rejection was justified.

(10) Bidders on prime contracts who continuously list the same certified SBEs, MBEs, and WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of disconnected phone numbers or returned mail, will not be deemed to be in compliance with the outreach requirements.

(D) Alternative compliance. Notwithstanding the foregoing, a bidder on a prime contract shall be deemed to have complied with the above outreach requirements of the vendor outreach program, if such a bidder submits evidence with its prime contract bid documents that it has already entered into binding contracts with certified subcontractors whose contract dollar amounts meet the levels of participation established for that prime contract. A subcontractor is certified for the purpose of this subsection if it is certified before the award of the contract. If such bidder submits the name of a proposed subcontractor to satisfy this program, and the subcontractor is not certified before the award of the bid, the dollar amount of that subcontract will not be counted in determining the level of participation of certified SBEs. MBEs, and WBEs, and the bid may be rejected as being unresponsive if the bidder has not otherwise complied with the above outreach program requirements of the vendor outreach program as required by this section 84.08. Bidders shall not count toward the desired level of participation any agreements with businesses that are not located within the marketplace otherwise do not meet the guidelines as set forth in this ordinance. The bidder may include first and second tier subcontractors and suppliers as meeting the desired levels of participation.

Vendor Outreach Goal Status Report
Saint Paul Vendor Outreach Program

Project:_____

Date of this Report:_____

HRA / CDC:_____

Form submitted by:_____

Phone:_____

CDC PM:_____

The purpose of this form is to document your efforts to comply with the Vendor Outreach Program requirements.

In the space provided below, please describe the actions you have taken towards meeting the Vendor Outreach Goal for this project: (Attach additional sheets if needed.)

For questions on this form, contact Stephanie Selb, Vendor Outreach Coordinator, Dept. of Human Rights & Equal Economic Opportunity, Room 280 City Hall/Courthouse, 15 W Kellogg Blvd, Saint Paul, MN 55102. Ph: (651) 266-8904, fx: (651) 266-8919.

Total Development Cost: $_____ **Total Business Opportunities: $**_____

Vendor Outreach Goal: ____% (____% MBE, ____% WBE and ____% SBE)

Utilization to date: _____% MBE _____ %WBE _____% SBE

Outreach/networking with potential certified subcontractors:

Bid/award activity:

1. **Number of bids sent out (attach bid list)**
2. **Advertising or other recruitment information**
3. **Due date of responses**
4. **Number of responses received**
5. **List of awarded subcontractors (including dollar amounts)**
6. **List of rejected subcontractor bids**

Other activities:

AFFIRMATIVE ACTION

DEPARTMENT OF HUMAN RIGHTS AND
EQUAL ECONOMIC OPPORTUNITY
Luz María Frías, Director

CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

280 City Hall/Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102-1681

Telephone: (651) 266-8900
Facsimile: (651) 266-8919

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS

These **AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS** shall apply to all contractors on all City contracts. Contractors shall include these specifications in all lower tier contracts on all City contracts.

1. **Every contractor or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded $50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a $75 registration fee.** Make check payable to the City of Saint Paul.

   The contractor must certify that it has developed and is implementing an effective Affirmative Action Program which is substantially similar to the Department's Model Affirmative Action Program. Once the Affirmative Action Program Registration is completed and accepted by the Saint Paul Department of Human Rights and Equal Economic Opportunity, the contractor will be notified by letter. Registration is valid for two (2) years, during which time the contractor may be selected for a compliance review. At the end of the two-year period, the contractor must complete and submit a new Registration form.

2. The contractor shall implement the specific equal employment opportunity/affirmative action provisions outlined in paragraphs 3(A) to 3(G) of these Specifications and all the provisions of their Affirmative Action Plan.

3. The contractor shall take specific action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensively as the following:

   A. Designate a responsible official to monitor the employment related activity to ensure that the contractor's Equal Employment Opportunity Policy and Affirmative Action Plan are being implemented, to keep appropriate records, and to submit reports relating to the provisions hereof as may be required by the Saint Paul Department of Human Rights and Equal Economic Opportunity.

   B. Make every good faith effort to maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all lead supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minorities, women, and individuals with disabilities working at such sites or in such facilities.

   C. Establish and maintain a face-to-face relationship with recruitment sources for minorities, women, and individuals with disabilities. Contractors must document meetings and telephone contacts with recruitment sources. Provide written notification to recruitment sources for minorities, women, and individuals with disabilities and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

D. Disseminate the contractor's equal employment opportunity and affirmative action (EEO/AA) policy by providing a copy of the policy to all applicable unions and training programs. Request the cooperation of unions and training programs in assisting the contractor in meeting its equal employment opportunity obligations. Include the EEO/AA policy in all policy manuals and collective bargaining agreements. Publicize the EEO/AA policy in the company newspaper or annual report. Review the policy with all employees, including management personnel at least once a year. Post the EEO/AA policy on bulletin boards or other places accessible to all employees at each location where work is performed. Distribute the EEO/AA policy to all employees, including temporary, seasonal, and part-time employees and to all independent contractors.

E. Review, at least annually, the contractor's equal employment opportunity policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

F. Direct its recruitment efforts, both oral and written, to community organizations oriented toward minorities, women, and individuals with disabilities, to schools with significant numbers of students who are minorities, women, and individuals with disabilities, and to recruitment and training organizations oriented toward minorities, women, and individuals with disabilities serving the contractor's recruitment area and employment needs.

G. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have discriminatory effect. Continually monitor all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.

4. The contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 3(A) to 3(G) herein, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of Section 183 of the Saint Paul Legislative Code, its implementing rules, or these Specifications, the Director may proceed with appropriate sanctions, including: suspension, termination, and cancellation of existing contracts.

5. The contractor shall not enter into any contract with any person or firm debarred from government contracts under section 183 of the Saint Paul Legislative Code, Chapter 139 of the Minneapolis Ordinances, the federal Executive Order 11246, or whose state certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section 363.073.

6. The contractor shall implement such sanctions for subcontractors' violations of these Specifications, including: suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Section 183 of the Saint Paul Legislative Code and its implementing rules. Any contractor who fails to implement such sanctions shall be in violation of these Specifications and Section 183 of the Code.

SUPPLEMENTAL CITY EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CONTRACT SPECIFICATIONS FOR
CONSTRUCTION CONTRACTS

7. The following Supplemental EEO/AA Specifications shall apply to all contracts for construction work on all City-assisted contracts. All contractors shall include these Supplemental EEO/AA Specifications for construction contracts in all lower tier contracts for construction work.

8. The utilization goals set forth below for City-assisted construction projects of $50,000 or more are expressed as a percentage of the total hours performed by minority and female construction workers:

   6 % Female work hours
   16 % Minority skilled craft and operative hours, and
   16 % Minority laborer hours

9. After the contract has been awarded, but before construction begins, all contractors that have been selected to work on the project will be required to meet in a Pre-Construction Conference with the Compliance Officer that has been assigned to monitor the project. This conference will be held to discuss the utilization goals for minority and women, how the goals will be met, and any problems that may affect the project's ability to achieve the goals.

10. Every contractor must submit the **Identification of Prime Contractors, Subcontractors and Major Material Supplier Form** (CPF-3). The names, addresses, telephone numbers, start date, completion date and nature of work must be listed for the contractor, as well as all lower tier contractors (including material suppliers).

11. All contractors must complete and submit to the **Prime the Project Employment Utilization (PEU)** form indicating the total number of project work hours they anticipate it will take to complete their portion of the work on the construction project, the total women work hours, total skilled work hours, total minority skilled work hours, total laborer work hours, and the total minority laborer work hours. All contractors must indicate on the bottom of the PEU form if they will meet the goals through their internal work force or by hiring additional employees. If they are unable to meet the goals, they must indicate the reason at the bottom of the PEU form. The Prime must collect and submit all the PEU forms to the City's AA/EEO Compliance Officer at: affirmativeaction@ci.stpaul.mn.us

12. **Monthly Employment Utilization** will be monitor via **LCP Tracker**. The LCPTracker service is a paperless, online system of entering Certified Payroll Reports. Payroll data may be entered directly into the system or uploaded from major construction accounting and payroll programs. The service eliminates the need for contractors to submit paper MEU documents that takes additional staff time. In LCPTracker, contractors are required to select the job classification, gender and race of each individual worker.

    ****Some projects will not be monitor via LCPTracker, therefore; as a Prime you will submit the old MEU report. The Prime Contractor's monthly summaries must be cumulative, showing all subcontractors and work hours performed on site from project start to date. The MEU summary spreadsheet and the monthly spreadsheet must be submitted to the AA/EEO Compliance Officer by the 7th of each month via email: affirmativeaction@ci.stpaul.mn.us ****

13. Should the contractor fail to make every good faith effort to meet the goals for participation of women and minorities set forth in these Specifications, the Director may take appropriate measures to sanction the contractor pursuant to these specifications and Section 183 of the Saint Paul Legislative Code.

CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

AFFIRMATIVE ACTION PROGRAM REGISTRATION

We hereby certify that we have developed and are implementing over the next two years an effective Affirmative Action Program which complies with Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment. Our AAP includes, but is not limited to, the provisions listed below:

DISSEMINATION OF AA/EEO POLICY STATEMENT

1. The policy statement and non-discrimination posters will be permanently posted and conspicuously displayed in areas available to employees and applicants for employment. All employees and contractors will be furnished a copy of the AA/EEO policy statement. This policy will be made available to all employees including part-time, temporary or seasonal.

2. We will include the statement "Affirmative Action, Equal Opportunity Employer" on company letterhead, employment applications, contracts and subcontracts, and in advertisements recruiting employees and contractors.

3. We will include non-discrimination clauses in all union agreements, and we will review all contractual provisions to ensure that they are non-discriminatory. We will inform all union officials of the AA/EEO policy and request their cooperation.

4. We will personally meet with women, minority and people with disabilities recruitment resources and, if applicable, with labor union representatives. We will utilize women, minority and people with disabilities media resources. We will inform the recruitment and media resources, and labor union representatives, of our AA/EEO policies and encourage them to actively recruit and refer minorities, women, and people with disabilities, in order to assist us in achieving our affirmative action goals.

5. We will include the Saint Paul Affirmative Action/Equal Employment Opportunity Contract Specifications in all bid specifications and contracts on City of Saint Paul-assisted contracts. We will include these Contract Specifications in all lower tier contracts for materials and construction work on City-assisted contracts.

RECRUITMENT OF EMPLOYEES

1. All solicitations and advertisements for employees placed by us or on our behalf will state that we are an Affirmative Action, Equal Opportunity Employer. Copies of advertisements for employees will be kept on file for review by the Saint Paul Department of Human Rights and Equal Economic Opportunity.

2. We will meet with and use, and encourage our subcontractors to meet with and use, agencies and organizations which refer women, minorities and people with disabilities, such as the employment recruitment resources provided by the Department.

UNDERUTILIZATION ANALYSIS & GOALS AND TIMETABLE

1. We will conduct an analysis of our employee workforce to determine present levels of employment of women, minorities, and people with disabilities in our workforce to identify areas of underutilization of such persons and to determine the causes of such underutilization. We will maintain a statement of the goals and timetables to remedy any underutilization of women, minorities and people with disabilities.

2. We will set an employment goal of 10% people with disabilities for our non-construction workforce.

AGREEMENT

1. We agree to maintain a current effective Affirmative Action Program (AAP), to implement all provisions of that AAP during the next two years, and to comply with Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment. Our AAP is now available for inspection and will be submitted to the Department at any time upon its request.

2. We agree to keep records of all personnel actions such as applicant flow, hiring, firing, lay-off, promotions, and actions taken to affirmatively recruit and hire women, minorities and people with disabilities. We agree to submit to the Department during the next two years AA/EEO Semi-Annual Compliance Reports detailing these personnel activities and affirmative action efforts.

3. During the next two years we agree to provide, as requested by the Department, proof of compliance with Section 183.04 and its implementing Rules, including documentation of our good faith efforts to recruit and hire women, minorities and people with disabilities.

4. For City-assisted construction projects of $50,000 or more, we agree to make every good faith effort to meet the city's utilization goals for women and minorities and to provide the project monitoring documentation requested by the Department.

Company Name: Date:

_____ _____

Signature of Chief Executive Officer: Signature of AA/EEO Manager

_____ _____

Updated 3/04/2010

{Enter Contractor's name in blanks, unless otherwise indicated}

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO) POLICY STATEMENT

This statement is to affirm _____ policy on providing Equal Employment Opportunity (EEO) to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically including Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment.

_____will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, sexual or affectional orientation, color, national origin, ancestry, familial status, age, disability, marital status or status with regard to public assistance.

_____will maintain zero tolerance for harassment of or by any employee or applicant for employment because of race, creed, religion, sex, sexual or affectional orientation, color, national origin, ancestry, familial status, age, disability, marital status or status with regard to public assistance, will maintain an internal complaint procedure for complaints of such harassment, and will provide employees with contact information for federal, state and local enforcement agencies.

_____will take Affirmative Action (AA) to ensure that all employment practices are free of such discrimination and harassment. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

_____fully supports incorporation of non-discrimination and affirmative action rules and regulations into contracts.

_____will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

_____ will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Equal Employment Opportunity and Affirmative Action objectives as well as other established criteria. Any employee of _____ or subcontractors to _____who do not comply with the Equal Employment Opportunity and Affirmative Action (EEO/AA) Policies and Procedures set forth in this Statement and plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically including Section 183.04 of the Saint Paul Legislative Code and the Rules Governing Affirmative Requirements in Employment, will be subject to appropriate legal sanctions.

_____ has appointed _____as EEO/AA Manager to manage the Equal Employment Opportunity Program. His/Her responsibilities will include

monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Plan (AAP), as required by Federal, State and Local agencies. He/she will be given the necessary top management support and staffing to fulfill his/her job duties. The Chief Executive Officer of _____ will receive and review reports on the progress of the plan. If any employee or applicant for employment believes he/she has been discriminated against, please contact_____at this address _____or call _____.

_____

Chief Executive Officer (Please print)

_____ _____

Signature of Chief Executive Officer Date

DESCRIPTION OF CONTRCT:
ALL CONTRACTORS:

A. _____
Company Name Email Address

B. _____
Address City State Zip

C. _____
Phone Number Fax

D. _____
Chief Executive Officer Telephone Number

E. _____
AA/EEO Manger Telephone Number

F. Nature of Business _____

G. Description of Contract _____

_____

H. Estimated Dollar Amount of Contract _____

I. Estimated Contract Start Date _____

J. Estimated Contract Completion Date _____

K. Description of City-Assisted Construction Project

_____

_____

L. Type of Construction to be Performed

_____

_____

M. _____
Name of Project's Developer Contact Name & Telephone No.

N. _____
Name of Project's Prime Contractor Contact Name & Telephone No.

(Note: Sections K. through N. should only be completed by Developers and Construction Contractors involved with a City-assisted construction project).

EMPLOYMENT DATA AS OF _____

EMPLOYER:_____ AA/EEO MANAGER: _____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP:_____

TELEPHONE: (_____)_____ FAX NUMBER: (_____)_____ E-MAIL:_____

ALL EMPLOYEES (FULL-TIME, PART-TIME, TEMPORARY AND SEASONAL)

JOB CODE	JOB CATEGORIES	PEOPLE WITH DISABILITIES	MALE					FEMALE					TOTAL (A - J)
			WH (A)	BL (B)	HI (C)	AP (D)	AA (E)	WH (F)	BL (G)	HI (H)	AP (I)	AA (J)	
01	OFFICIALS & MANAGERS												
02	PROFESSIONALS												
03	TECHNICIANS												
04	SALES WORKERS												
05	OFFICE & CLERICAL												
06	CRAFT WORKERS (SKILLED)												
07	OPERATIVES (SEMI-SKILLED)												
08	LABORERS (UNSKILLED)												
09	SERVICE WORKERS												
10	CURRENT TOTAL EMPLOYMENT												
11	TOTAL EMPLOYMENT IN LAST REPORT												

WH: WHITE HI: HISPANIC AA: AMERICAN INDIAN/ALASKAN NATIVE BL: BLACK AP: ASIAN/PACIFIC ISLANDER

I affirm that the information entered on this form and on all attachments are accurate and true to the best of my knowledge.

_____

(Signature) (Title) (Date)

Underutilization Analysis
(To be completed by firms with twenty (20) or more employees)

Company Name _____ Date_____

Job Group	Total	Women					Minorities				
		Utilization		Availability		Number Under-Utilized	Utilization		Availability		Number Under-Utilized
		Number	%	Number	% *		Number	%	Number	% *	
Officials & Managers											
Professionals											
Technicians											
Sales											
Office/Clerical											
Skilled Craft											
Operatives											
Laborers											
Service Workers											
Column #	#1	#2	#3	#4	#5	#6	#2	#3	#4	#5	#6

* Percentage for availability should be in decimal form for ease of calculation

Instructions:

1. Column 1 = total in job group
2. Column 2 = total # of women or minorities in job group
3. Column 3 = Column 2 ÷ Column 1
4. Column 4 = Column 5 x Column 1 (If result is greater than 1, round up or down to nearest whole number. If result is between 0 and 1, round up to one.)
5. Column 5 = Availability (See below for explanation of source)
6. Column 6 = Column 4 - Column 2 (If result is negative, enter 0.)

You may submit your own Underutilization Analysis and Goals and Timetables forms in lieu of these forms. If you need availability data, go to http://www.positivelyminnesota.com/Data_Publications/Data/Workforce/Affirmative_Action_Statistics.aspx. The Department's Web Page is: http://www.stpaul.gov/index.aspx?NID=2728 or call (651) 266-8900 for copies of forms or for more information.

Goals and Timetables

(To be completed by firms with twenty (20) or more employees)

_____

Company Name

_____

Date

Job Group		Current Work Force				Underutilization (#)		* A. H. O.	Annual Goals		Ultimate Goals		
		Total	Male	Female	Minority	Minority	Female		Minority	Female	Year	Minority	Female
1	#												
	%												
2	#												
	%												
3	#												
	%												
4	#												
	%												
5	#												
	%												
6	#												
	%												
7	#												
	%												
8	#												
	%												
9	#												
	%												
	#												
	%												

*** A.H.O. = Anticipated Hiring Opportunities (including all attrition plus possible expansion.)**

Revised 03/04/2010

Utilization Goals for People with Disabilities

(To be completed by all firms)

Total Employees in Non-Construction Job Groups		Percentage Available		Numerical Goal
_____	x	**0.10**	=	_____

Company Name _____ Date_____

Updated 3/04/2010

GOOD FAITH EFFORTS CRITERIA

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain all records of the telephone and written communications to the resources and organizations' responses. When seeking to fill specific openings contractors will give agencies a reasonable amount of time to locate and refer applicants, preferably one month prior to the closing date for receipt of applications. Application and application filing procedures will be as simple as is consistent with business requirements.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Human Rights And Equal Economic Opportunity Department when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union's referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U. S. Department of Labor and/or Minnesota Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under No. 2 above.
6. Disseminate the Contractor's EEO/AA policy statement by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO/AA obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO/AA policy statement on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO/AA policy statement and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions. Specific review of these items must also be made with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO/AA policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to and discuss the Contractor's EEO/AA policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
12. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect. Continually monitor all personnel and employment related activities to ensure that the EEO/AA policy and the Contractor's AA obligations are being carried out.
13. Ensure that all facilities and company activities are non-segregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
14. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
15. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO/AA policy and affirmative action obligations.

ALL EMPLOYMENT PRACTICES REGARDING GOOD FAITH EFFORTS MUST BE COLLECTED AND MAINTAINED IN YOUR EMPLOYMENT FILES FOR AT LEAST TWO (2) YEARS. Updated 3/16/2009

SUSTAINABLE GREEN POLICY

SUSTAINABLE GREEN POLICY

Interim Saint Paul PED / HRA Sustainability Initiative
January 30, 2007 (amended May 6, 2009)

NOTE: Edited for Single Family Rehab. For full policy see:
http://www.stpaul.gov/index.aspx?NID=2659

Objective of the Initiative
To make future development projects in Saint Paul more environmentally and financially sustainable by identifying and incorporating ***proven and tested*** practices that demonstrate ***significant measurable results*** and ***return on investment***.

All rehabilitated single-family or duplex homes are required to participate in **Xcel Energy's *Home Performance with ENERGY STAR.*** Rehabilitated buildings must receive third-party verification from an accredited organization.

The Neighborhood Energy Connection (NEC), through its ***Peak Performance Homes*** custom consulting program, certifies independent consultants who provide developers with specific information about how to increase the energy efficiency of their buildings.

Consultants provide recommendations and projected payback time for each improvement made.

Consultants make site visits to ensure that agreed upon improvements are being made and installed
properly.

After passing inspection, buildings will be certified as ENERGY STAR HOMES/Home Performance with ENERGY STAR, programs backed by the EPA and DOE.

Financing, in the form of Energy Efficient Mortgages, is available. Tax breaks, rebates and other incentives may also be available.

Approximate Cost for ENERGY STAR HOMES: For NSP Rehab Project, paid by the HRA and not the Contractor or Subcontractor.

- $600.00 for consulting services on a stand-alone home.
- May be reduced if multiple homes are being built.
- May be recovered through Xcel rebates or other sources.
- $900.00 is the average added cost for improvements.
- Costs are recovered by the homeowner through lower utility bills.

On a project by project basis, including new construction, rehab and conversion, PED staff will attempt to negotiate with developers higher standards, which may include, but are not limited to, the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) standards; the Minnesota Sustainable Building Guidelines; and Minnesota Green Communities standards.

This policy applies to all projects that have not yet reached the design development phase.
City Contact: Kurt Schultz
1300 City Hall Annex, 25 West 4th Street
St. Paul, MN 55102
651-266-6590 kurt.schultz@ci.stpaul.mn.us

SECTION 3

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HUD Income Limits	Attachment A – 3	*Informational Use*
Acknowledgement of receipt of the City's Section 3 Policy	Attachment B	*Required Submittal*

Section 3 Bid Preferences
Attachment A-2

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

A. *Compliance; goals; reporting*. The bidder agrees to comply with and to cause its contractors and subcontractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and the regulations at 24 CFR part 135, the City of Saint Paul Section 3 Action Plan, and the terms of this contract. The contracting goals of 10% of building trade work and 3% of other contracts, and the 30% new hire employment goals apply to this contract by the bidder, and its contractors, and subcontractors. The bidder, and its contractors and subcontractors agree to report to the City/HRA, on a monthly basis and as requested by City/HRA, its compliance with these Section 3 requirements on the form(s) supplied by the City/HRA.

B. *Bids*. Bidder agrees that the following bidding requirements apply to this contract:

(a) *Actions to facilitate participation by Section 3 business concerns*.
(i) The bidder agrees to arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
(ii) The bidder agrees where appropriate to break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
(iii) The bidder agrees to solicit at least 3 bids from the City's list of Section 3 business concerns for each service that requires subcontracts. If such list has fewer than 3 qualified businesses, then the bidder must contact the entire list.

(b) *Preference for Section 3 Business Concerns*. Preference for Section 3 business concerns will be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the budget for the project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser of:
When the lowest responsive bid is less than $100,000	10% of that bid or $9,000.

When the lowest responsive bid is:	
At least $100,000, but less than $200,000	9% of that bid, or $16,000.
At least $200,000, but less than $300,000	8% of that bid, or $21,000.
At least $300,000, but less than $400,000	7% of that bid, or $24,000.
At least $400,000, but less than $500,000	6% of that bid, or $25,000.
At least $500,000, but less than $1 million	5% of that bid, or $40,000.
At least $1 million, but less than $2 million	4% of that bid, or $60,000.
At least $2 million, but less than $4 million	3% of that bid, or $80,000.
At least $4 million, but less than $7 million	2% of that bid, or $105,000.
$7 million or more	1 ½ % of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph B(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

C. *Penalty*. The following penalty clause only applies to (a) a subgrantee, borrower, bidder, subrecipient or developer for a Section 3 covered project for which the amount of HUD assistance exceeds $200,000, and (b) for those contractors and subcontractors whose contracts exceed $100,000 for those section 3 covered projects for which the HUD assistance exceeds $200,000:

> Where at least 10% of the total dollar amount of all contracts for building trades work arising in connection with housing rehabilitation, housing construction, and/or public construction or at least 3% of the total dollar amount of all other Section 3 covered contracts are not provided to Section 3 business concerns and/or do not result in

the employment of section 3 residents, the subgrantee, borrower, bidder, subrecipient, developer, contractor, or sub-contractor, will be required to contribute the difference between 10% of the covered contract amount (and 3% for non-construction related contracts) and the amount provided to Section 3 business concerns and/or in the employment of section 3 residents into the City's Section 3 Implementation Fund.

D. *Remedies for default*. In addition to the penalty described above, the City may, upon a failure to comply with any of the Section 3 requirements described herein, elect to enforce any other remedy described in the City of Saint Paul Section 3 Action Plan, the terms of this contract and as afforded by City Ordinance, law or equity.

E. 24 CFR Section 135.38 Section 3 Clause.

This Section 3 clause is a part of this contract:
A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

For a list of Section 3 certified subcontractors, see: http://www.stpaul.gov/section3

Attachment A-2
Page 4 of 4

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT INCOME LIMITS*

ATTACHMENT A-3

Listed below are the current income limits that the City of Saint Paul and its representatives will use to determine whether an individual meets the income guidelines to qualify as a Section 3 Resident. If you do not qualify based on your current income and household size, but you meet the requirements based on your income and household size within the last three years, you still qualify. All income amounts are subject to adjustment by the City in accordance with HUD guidelines.

Household Size	Family Income (80% of Median)
1 PERSON	44,800.00
2 PERSON	51,200.00
3 PERSON	57,600.00
4 PERSON	64,000.00
5 PERSON	69,100.00
6 PERSON	74,250.00
7 PERSON	79,350.00
8 PERSON	84,500.00

*Effective March 19, 2009

CITY OF SAINT PAUL
HUD SECTION 3 ACKNOWLEDGEMENT
Attachment B

The Section 3 Acknowledgment form must be completed by Contractor(s) and submitted prior to issuance of Notice to Proceed.

By signing below you acknowledge that you received a copy of the City of Saint Paul's Section 3 Action Plan and the HUD Section 3 Clause Certification (Attachment C) and compliance requirements stated therein.

The undersigned certifies to its commitment to comply with the City's Section 3 Plan, all Section 3 laws and regulations and to use the Ramsey County Workforce Solution's Job Connect on-line system to advertise available employment and/or training opportunities in connection with the project described below.

The undersigned further certifies that the information contained in this plan and submitted to the City is accurate and correct. The undersigned understands that the City may impose penalties and sanctions for any of the following:

- submission of false or inaccurate statements in this document and/or subsequent reports to the City;
- failure to achieve the Section 3 contracting and employment goals for the project;
- failure to comply with the City's Section 3 Plan, Section 3 laws and regulations and/or its contract obligations.

I, THE UNDERSIGNED

_____	_____
Officer or Authorized Agent of Company (Print Name)	Signature's Title (Print Title)
_____	_____
Signature	Date

Page 1 of 2

CITY OF SAINT PAUL
HUD SECTION 3 ACKNOWLEDEGMENT (CONT...)

Project Name: _____

Project Address: _____

Project Area: _____

Project Number: _____

Award Amount: _____

Company Name: _____

Appointed Section 3 Coordinator: _____

Company Address: _____

_____

City_____ State _____ Zip _____

Telephone Number: _____

Federal Tax Id No: _____

State Tax Id No: _____

E-Mail Address: _____

General Contractor: _____

Contract Award Date: _____

Attachment B
Page 2 of 2

TWO BID POLICY

Effective Date: February 9, 2009

Policy Regarding
Requirement of Two (2) bids

I. Purpose

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA") has the power to engage in development and redevelopment activities under Minnesota Law, Chapter 469. To accomplish its objectives under Chapter 469, the HRA (i) awards financial assistance and contracts to profit and not-for-profit applicants, and (ii) contracts with community development corporations and other similar entities ("Conduit Organizations") to operate programs on behalf of the HRA.

The purpose of this policy is to require two (2) written bids for construction work by all recipients of HRA or Conduit Organizations Contracts and this requirement will also apply to single family residences. This policy is effective on the Effective Date for all new and pending requests for HRA or Conduit Organizations financial assistance and HRA Contracts not approved by the HRA Board of Commissioners. This Policy applies to the contracts for the entire project even though only a portion of the improvements are being funded with public assistance.

This policy does not apply to (i) those portions of a HRA or Conduit Organizations Contract that are self-performed by the recipient of the HRA or Conduit Organizations Contract or (ii) contracts involving 'soft costs' i.e. professional services.

II. Definitions

Contract(s) means any HRA or Conduit Organizations agreement or City STAR (i.e. sales tax) agreement involving financial assistance with a value of $20,000 or more in any of the following forms: grant; contribution of personal or real property; with respect to a loan given by the HRA or Conduit Organizations, the present value of the difference in the interest rate given by the HRA or Conduit Organizations and that rate commercially available to the recipient; reduction or deferral of any tax, assessment or fee; guaranty of any loan, lease or other obligation; tax increment financing; tax credits; or other HRA or Conduit Organizations financial participation. Conduit bonds and bond host approval are excluded from this definition and this policy.

III. Minimum of 2 Bid requirement-All contracts.

For all Contracts, whether for single family residence or non single family residence, in any of the forms described in Section II above, each applicant and recipient of public financial assistance must request and obtain at least two (2) written bids for the construction work to be performed under the Contract by the general contractor/construction manager and subcontractors and award the contract or contracts to the lowest responsible bidder.

IV. Waiver/Exemption

1. The requirements of this Policy may be waived in whole or in part by the HRA Executive Director or his/her designee after consideration of the advantages and disadvantages of a waiver, and upon a showing by the applicant of a compelling public purpose.
2. Subcontracts with entities that are the sole providers of a product or service are exempt from the competitive bid requirements of this Policy.

Effective Date: March 5, 2009

Supplement to
Policy Regarding Requirement of Two (2) bids

The HRA's Policy Regarding Requirement of Two (2) bids ("Policy") requires, in part, that each applicant of public financial assistance request and obtain at least two (2) bids for the general contractor/construction manager contract and to award the contract to the lowest responsible bidder. As an alternative to fulfilling this requirement, if an applicant elects to negotiate a contract with a general contractor/construction manager in lieu of obtaining 2 written bids and awarding the contract to the lowest responsible bidder, then the applicant must contact at least 3 potential general contractors/construction managers and consider the following standards in making its decision to award the contract to a particular general contractor/construction manager:

1. Experience in constructing the type of improvements being funded in whole or in part by the HRA.
2. Experience in the construction and management of publicly financed projects and familiarity with reporting requirements and accounting for public funds.
3. Having the licenses required by state, county and city authorities.
4. Proven track record of bringing similar projects to completion within budget, on-time and in an industry acceptable manner during the past five years.
5. Having the appropriate material, equipment, facility and personnel resources and expertise available, or the ability to obtain such resources and expertise, necessary to indicate the capability to meet all contractual responsibilities.
6. Previous and current compliance with federal laws, state statutes, and city ordinances and regulations applicable to the work of a contract.
7. Having sufficient financial resources to perform the contract.
8. Not being a debarred vendor under the City of St. Paul's debarment ordinance; or other state or federal debarment list.
9. History of complying with the HRA's requirements for affirmation action, apprenticeship training program, labor standards, vendor outreach program, project labor agreements, and other HRA requirements.
10. History of change orders on projects, including their frequency, size and percentage of total development cost.
11. Amount of proposed overhead profit and charges.
12. Amount of proposed general conditions charges.
13. Amount of proposed contingency.

Each applicant must submit to the HRA: (a) information and documents on the above described standards for each potential general contractor/construction manager, and (b) resulting rationale for selecting a particular general contractor/construction manager, before the HRA makes a decision on awarding any public assistance or executes a contract awarding public assistance.

The other provision of the Policy remain in full force and effect including without limitation the requirement of receiving 2 bids from subcontractors.

April 14, 2009

Two (2) Bid Policy

Example 1.

Developer has hired architect and has full construction drawings. Developer solicits bids for construction contract. Developer must solicit 2 or more bids from general contractor and award contract to lowest responsible bidder. No need to solicit bids from those subcontractors whose bids are included in general contractor's bid.

In the case of a subcontractor whose bid is not included in the general contractor's bid but instead contracts directly with the developer, then two (2) or more bids are required from those subcontractors and contracts must be awarded to lowest responsible bidders.

Example 2.

Developer has no construction drawings and wants to retain general contractor/construction manager. Developer can elect to proceed under Supplement to Two (2) Bid Policy and contact at least 3 potential general contractors/construction managers. Developer must consider the 13 factors listed in Supplement and submit to HRA requested information and documents.

Example 3.

Recipient of public financial assistance is homeowner of single family residence who acts as his own general contractor. Homeowner must solicit 2 or more bids from each subcontractor and award contracts to lowest responsible bidder.

End of Two Bid Policy

LIMITED ENGLISH PROFICIENCY (LEP)

The City of Saint Paul is committed to providing meaningful access to City services and information to everyone, regardless of language barriers, as required by federal law. Based on data collected from a variety of sources (including the Saint Paul Public Schools and the US Census Bureau), the City of Saint Paul's primary language groups that are non-English include, but are not limited to Spanish, Hmong, and Somali. The federal regulations apply to all City departments, sub-recipients of federal funding, and contracted vendors. Best efforts must be provided to notify about the availability of language services and the Contractor must include the HRA-provided standard language block in English BELOW on the front of all documents, including bid and contract documents, making Contractors aware that language translation is available *upon request* – for now in Spanish, Hmong and Somali:

Attention: If you want help translating this information, call - Hmong - Ceeb toom. Yog koj xav tau kev pab txhais cov xov no rau koj dawb, Amy 651-266-6568; Spanish - Atención. Si desea recibir asistencia gratuita para traducir esta información, llame a Amy Filice 651-266-6568; Somali - Ogow. Haddii aad dooneyso in lagaa kaalmeeyo tarjamadda macluumaadkani oo lacag la' aan wac, Amy Filice 651-266-6568.

The City of Saint Paul Department of Human Rights and Equal Economic Opportunity (HREEO) is the lead agency for the City's Limited English Proficiency (LEP) Plan. For LEP materials or questions about this plan, contact HREEO at 651-266-8900 or lep@stpaul.gov For now, language translation requests can be given to Amy Filice, HRA / PED, 651-266-6568, amy.filice@ci.stpaul.mn.us, who will arrange for a translator.

End of Limited English Proficiency

XCEL ENERGY PARTICIPATING CONTRACTOR'S LIST

Contractors must use the updated Xcel Energy Home Performance with ENERGY STAR Participating Contractor List for insulation, air sealing and HVAC work.

The updated list can be found here:

http://www.xcelenergy.com/staticfiles/xe/Marketing/Files/MN-Res-Home-Performance-Contractor-List.pdf

Participating Home Performance Contractors

Congratulations on taking the first step toward a more energy-efficient home! You recently completed a Home Energy Audit and expressed an interest in our Home Performance Rebate program, which offers cash back when you implement five or more recommended energy-conservation measures. Our exclusive Home Performance Rebate program contractors have been trained in whole-house home improvements and in our rebate program, making it simple and easy for you to participate in the program. You must select a contractor from our list to participate in the program and receive rebates.*

* Xcel Energy does not guarantee the contractors' expertise or reputation; does not warrant any of the products or services installed; or promote the use of one contractor over the other. Xcel Energy shall have no liability for contractors' work or negligence.

2012 Building Contractors

A. DeTomaso Construction, LLC	South St. Paul, MN	Anthony DeTomaso	651-789-3100
Abel Onsite	St. Bonifacius, MN	Fred Ridler	952-446-9545
All Thermal Boundary East Corp	Stillwater, MN	Brant Jackson	651-497-8833
A-Men Construction	White Bear Lake, MN	Jim Ascheman	651-335-6144
Building Arts Sustainable Architecture+Constructio	St. Paul, MN	Harvey Sherman	651-222-8750
Building Code Tech	St. Michael, MN	Emmanuel Sackey	800-917-7182
Charles Nosie Construction	Hugo, MN	Charles Nosie	651-420-1388
Craftmasters Remodeling	Little Canada, MN	Terry Seaton	651-757-4100
Croix Custom Homes, Inc	St. Paul, MN	Jonathan Herum	651-442-7039
Eden Builders, Inc.	Roseville, MN	Jason Anderson	651-341-7209

Expert Property Services, Inc	Burnsville, MN	Steve Ostrander	612-384-2810
Global Construction & Inv. Co., Inc.	Robbinsdale, MN	David Youmans	651-775-1766
GR Danielson & Son Construction Co.	Ham Lake, MN	Mark Bowen	763-413-0313
Home & Energy Solutions	Burnsville, MN	Jim McGannon	952-358-1480
Installed Building Solutions, LLC	Farmington, MN	Chad Smith	651-463-9333
J Schroeder Construction	Maple Grove, MN	John Schroeder	612-227-2211
JBS Carpentry	Stacy, MN	Jeff Smith	612-986-3864
J-Mar Builders & Remodelers, LLC	Stillwater, MN	Don Martin	651-248-6795
John Herschbach Construction	West St. Paul, MN	John Herschbach	651-208-1466
L&K Construction	Champlin, MN	Pip Longley	612-481-4070
Larkins Construction, LLC	Minneapolis, MN	Demetrius Larkin	612-703-0156
MA Peterson dba Cocoon	Edina, MN	Marin Blair	952-224-0141
Merit Building Company, Inc.	Coon Rapids, MN	Gayle Mau	763-323-7363
Norway Builders, Inc.	Shoreview, MN	Ross Tretsven	651-248-7728
Pollock Construction LLC	Northfield, MN	Bill Pollock	612-366-2674
Pride Energy Solutions	Minneapolis, MN	Wade Burgess	763-767-4444
Progressive Energy Corp	Hugo, MN	James Weber	651-426-9473
Regal Remodelers Inc.	St. Paul, MN	Mike Williams	612-386-4644
Soderbeck Design & Construction Inc.	Shoreview, MN	Dean Soderbeck	651-483-8596
Spero Construction, LLC	St. Paul, MN	Jill Welda	651-646-0659
Spero Properties, LLC	St. Paul, MN	Jill Welda	651-646-0659
SustainMax, LLC	Minneapolis, MN	Rick Wheeler	612-822-8529
The Brick Company, LLC	Minneapolis, MN	Barbara Brick	612-272-1324
This N That Maint	St. Paul, MN	Larry Pratt	651-214-9671
Thor Construction	Minneapolis, MN	Scott Whitworth	763-571-2580

Watson-Forsberg	Minneapolis, MN	Stacy Glovka	952-544-7761
Weatherization Research and Production	Shoreview, MN	Gregory Harris	651-482-7749

2012 Cooling Contractors

Abel Onsite	St. Bonifacius, MN	Fred Ridler	952-446-9545
Apollo Heating	Oakdale, MN	Chuck Nadon	651-770-0603
Bauernfeind & Goedtel	Faribailt, MN	Tim Cross	507-334-7951
Boehm Heating Company	St. Paul, MN	Tom Boehm Jr.	651-644-1410
Bonfe Plumbing, Heating, & Air Inc.	St. Paul, MN	Steven France	651-228-9071
CB Mechanical, LLC	Foreston, MN	Chris Barton	866-241-8748
Corcorans Plumbing & Heating, Inc.	Rollingstone, MN	Mike Corcoran	507-689-2007
Creative Heating & Cooling	Cottage Grove, MN	Gary Mussetter	612-245-4176
D.E.A.L.Maintenance & Mechanical, LLC	Ham Lake, MN	David Daher	612-306-6400
Ed's Heating & Air, Inc.	Woodbury, MN	Ed Pelto	651-775-7490
Elite Metal Works	Jordan, MN	David Wolf	952-492-6933
Erickson Plumbing, Heating & Cooling	Blaine, MN	Dave Maiers	763-783-4545
Fischer Heating & AC Inc.	Oakdale, MN	John Fischer	651-731-1300
Four Seasons Air Specialists, Inc.	White Bear Lake, MN	Howard Anderson	651-426-5254
G&H Heating & AC	Shoreview, MN	Michael Gormley	651-628-4924
G-HVAC	Prior Lake, MN	Greg Henningsen	612-619-9322
Global Mechanical	Elk River, MN	Mike Ring	763-286-0210
Graves Heating & Cooling	St. Paul, MN	Dave Graves	651-779-7214
GTS HVAC, Inc	Brooklyn Center, MN	Greg Sundby	612-619-0589
Hendersons Service Co., LLC	Woodbury, MN	Scott Henderson	651-336-0032
Hinding Company Heating & Air	St. Paul, MN	Tom Costello	651-228-1303
Hoffman Corner Heating & AC	White Bear Lake, MN	John Scalze	651-484-3322
Judkins Heating & Air	Rosemount, MN	Dale Judkins	651-423-5757

Kath Heating, A/C & Electric	Little Canada, MN	Keith Williams	651-484-3326
Liberty Heating & Cooling, LLC	Cottage Grove, MN	Bruce Liberty	651-260-6060
Marsh Heating & AC, Inc.	Brooklyn Park, MN	Corey Marsh	763-536-0667
Mechanical Energy Systems	St. Cloud, MN	Dan Schroers	320-253-4859
Metro Heating & Cooling	St. Paul, MN	Paul Rieland	651-294-7798
Perfection Heating & AC	Maplewood, MN	Dana Rowan	651-777-7620
Pollock Construction LLC	Northfield, MN	Bill Pollock	612-366-2674
Precise	St. Joseph, MN	Rick Boyer	320-363-7401
Reibel Heating & AC	White Bear Lake, MN	Brent Reibel	651-429-4444
River City Heating & AC	Winona, MN	Kevin Allen	507-454-7689
S & R Appliance Repair, Inc	White Bear Lake, MN	Scott Sicard	651-429-0001
Schwantes Heating & AC, Inc.	Stillwater, MN	Dave Pearl	651-439-3331
Springborn Heating & AC	Stillwater, MN	Jim San Cartier	651-439-1519
Standard Heating & AC, Inc.	Minneapolis, MN	Lee Hardesty	612-824-2656
Stern Heating and Cooling, Inc.	Redwing, MN	Benjamin Stern	651-764-1236
Summit Heating & AC	White Bear Township, MN	Josh Mahoney	651-775-1312
Sylvander Heating Inc	Red Wing, MN	Theresa Gillman	651-388-1113
Thompson Plumbing and Heating	Minnetonka, MN	Geoffrey Smith	952-933-7717
Wenzel Heating & AC	Eagan, MN	Andrea Preusse	651-894-9898
Young & Sons Heating & AC	Marine, MN	Pam Young	651-433-4500

2012 Heating Contractor

A&M Mechanical, LLC	Woodbury, MN	Andy Maggi	651-274-7868
A. DeTomaso Construction, LLC	South St. Paul, MN	Anthony DeTomaso	651-789-3100
Abel Onsite	St. Bonifacius, MN	Fred Ridler	952-446-9545
Advanced Heating Cooling & Service Co.	St. Cloud, MN	Mike Allen	320-253-9362
Apollo Heating	Oakdale, MN	Chuck Nadon	651-770-0603

Bauernfeind & Goedtel	Faribailt, MN	Tim Cross	507-334-7951
Blue Water Plumbing, Inc.	Princeton, MN	Josh Deziel	763-238-1002
Boehm Heating Company	St. Paul, MN	Tom Boehm Jr.	651-644-1410
Bonfe Plumbing, Heating, & Air Inc.	St. Paul, MN	Steven France	651-228-9071
CB Mechanical, LLC	Foreston, MN	Chris Barton	866-241-8748
Corcorans Plumbing & Heating, Inc.	Rollingstone, MN	Mike Corcoran	507-689-2007
Creative Heating & Cooling	Cottage Grove, MN	Gary Mussetter	612-245-4176
D.E.A.L.Maintenance & Mechanical, LLC	Ham Lake, MN	David Daher	612-306-6400
Ed's Heating & Air, Inc.	Woodbury, MN	Ed Pelto	651-775-7490
Elite Metal Works	Jordan, MN	David Wolf	952-492-6933
Erickson Plumbing, Heating & Cooling	Blaine, MN	Dave Maiers	763-783-4545
Fischer Heating & AC Inc.	Oakdale, MN	John Fischer	651-731-1300
Four Seasons Air Specialists, Inc.	White Bear Lake, MN	Howard Anderson	651-426-5254
G&H Heating & AC	Shoreview, MN	Michael Gormley	651-628-4924
G-HVAC	Prior Lake, MN	Greg Henningsen	612-619-9322
Global Mechanical	Elk River, MN	Mike Ring	763-286-0210
Graves Heating & Cooling	St. Paul, MN	Dave Graves	651-779-7214
GTS HVAC, Inc	Brooklyn Center, MN	Greg Sundby	612-619-0589
Hendersons Service Co., LLC	Woodbury, MN	Scott Henderson	651-336-0032
Hinding Company Heating & Air	St. Paul, MN	Tom Costello	651-228-1303
Hoffman Corner Heating & AC	White Bear Lake, MN	John Scalze	651-484-3322
Infinity Plumbing, Inc.	Dennison, MN	Robert Berge	507-263-8911
JBS Carpentry	Stacy, MN	Jeff Smith	612-986-3864
Judkins Heating & Air	Rosemount, MN	Dale Judkins	651-423-5757
Kath Heating, A/C & Electric	Little Canada, MN	Keith Williams	651-484-3326

L&K Construction	Champlin, MN	Pip Longley	612-481-4070
Liberty Heating & Cooling, LLC	Cottage Grove, MN	Bruce Liberty	651-260-6060
MA Peterson dba Cocoon	Edina, MN	Marin Blair	952-224-0141
Marsh Heating & AC, Inc.	Brooklyn Park, MN	Corey Marsh	763-536-0667
Mechanical Energy Systems	St. Cloud, MN	Dan Schroers	320-253-4859
Merit Building Company, Inc.	Coon Rapids, MN	Gayle Mau	763-323-7363
Metro Heating & Cooling	St. Paul, MN	Paul Rieland	651-294-7798
Norway Builders, Inc.	Shoreview, MN	Ross Tretsven	651-248-7728
Perfection Heating & AC	Maplewood, MN	Dana Rowan	651-777-7620
Pollock Construction LLC	Northfield, MN	Bill Pollock	612-366-2674
Precise	St. Joseph, MN	Rick Boyer	320-363-7401
Reibel Heating & AC	White Bear Lake, MN	Brent Reibel	651-429-4444
River City Heating & AC	Winona, MN	Kevin Allen	507-454-7689
S & R Appliance Repair, Inc	White Bear Lake, MN	Scott Sicard	651-429-0001
Schwantes Heating & AC, Inc.	Stillwater, MN	Dave Pearl	651-439-3331
Springborn Heating & AC	Stillwater, MN	Jim San Cartier	651-439-1519
Standard Heating & AC, Inc.	Minneapolis, MN	Lee Hardesty	612-824-2656
Stern Heating and Cooling, Inc.	Redwing, MN	Benjamin Stern	651-764-1236
Summit Heating & AC	White Bear Township, MN	Josh Mahoney	651-775-1312
Sylvander Heating Inc	Red Wing, MN	Theresa Gillman	651-388-1113
The Brick Company, LLC	Minneapolis, MN	Barbara Brick	612-272-1324
This N That Maint	St. Paul, MN	Larry Pratt	651-214-9671
Thompson Plumbing and Heating	Minnetonka, MN	Geoffrey Smith	952-933-7717
Wenzel Heating & AC	Eagan, MN	Andrea Preusse	651-894-9898
Young & Sons Heating & AC	Marine, MN	Pam Young	651-433-4500

2012 Insulation Contractors

A. DeTomaso Construction, LLC	South St. Paul, MN	Anthony DeTomaso	651-789-3100
Abel Onsite	St. Bonifacius, MN	Fred Ridler	952-446-9545
Above All Insulation, Inc.	Loretto, MN	Nate Rozelle	612-309-0711
Advantage Foam Insulators	Newport, MN	Pete Theobald	651-458-1755
All Thermal Boundary East Corp	Stillwater, MN	Brant Jackson	651-497-8833
A-Men Construction	White Bear Lake, MN	Jim Ascheman	651-335-6144
Brian's Insulation	Isanti, MN	Bob Kiersted	763-444-5050
Budget Insulation, Inc.	Burnsville, MN	Steve Ginkel	952-890-5253
Central Insulation LLC	Waconia, MN	Larry Plocher	952-442-2982
Citywide Insulation	Sauk Rapids, MN	Jeff Brang	320-980-4936
Community Action Partnership Washington/RamseyCnty	Vadnais Heights, MN	Cynthia Webster	651-482-6135
Cozy Insulation, LLC	Ramsey, MN	Jason Decker	763-238-2814
Craftmasters Remodeling	Little Canada, MN	Terry Seaton	651-757-4100
Global Construction & Inv. Co., Inc.	Robbinsdale, MN	David Youmans	651-775-1766
GR Danielson & Son Construction Co.	Ham Lake, MN	Mark Bowen	763-413-0313
Green Home Doctors, LLC	Minnetonka, MN	Matt Danielson	612-216-1640
Greener World Solutions	Waseca, MN	Amber Bulfer	507-625-3626
Greenwerks MN, LLC	Minneapolis, MN	Mitchell Adams	612-220-5746
Home & Energy Solutions	Burnsville, MN	Jim McGannon	952-358-1480
Houle Insulation, Inc.	Coon Rapids, MN	Arne Olson	763-767-8412
Installed Building Solutions, LLC	Farmington, MN	Chad Smith	651-463-9333
J Schroeder Construction	Maple Grove, MN	John Schroeder	612-227-2211
JBS Carpentry	Stacy, MN	Jeff Smith	612-986-3864
John Herschbach Construction	West St. Paul, MN	John Herschbach	651-208-1466
Larkins Construction, LLC	Minneapolis, MN	Demetrius Larkin	612-703-0156

Lewis Insulation, LLC	St. Michael, MN	Brian Lewis	763-477-2612
MA Peterson dba Cocoon	Edina, MN	Marin Blair	952-224-0141
Maple Tree Insulation & Carpentry	Mahtomedi, MN	Bill Foley	651-263-3743
MapleRidge Insulation	East Bethel, MN	Paul Sjodin	651-982-9676
Merit Building Company, Inc.	Coon Rapids, MN	Gayle Mau	763-323-7363
MGT Remodeling & Insulation	Little Canada, MN	Mike Munsigner	651-674-6225
Minnesota Insulation Plus, LLC	Rogers, MN	Tammi Heraly	763-428-1606
Northern Home Seal & Products	Bloomington, MN	Eric Swanson	952-681-7640
Northwind Winterization	Robbinsdale, MN	Peter Krych	612-743-4777
Norway Builders, Inc.	Shoreview, MN	Ross Tretsven	651-248-7728
Omni Pro, Inc	Prior Lake, MN	Rosario Ellis	651-707-7099
Penguin Insulation, Inc.	Houlton, WI	Dave Langness	715-549-6226
Pollock Construction LLC	Northfield, MN	Bill Pollock	612-366-2674
Pride Energy Solutions	Minneapolis, MN	Wade Burgess	763-767-4444
Progressive Energy Corp	Hugo, MN	James Weber	651-426-9473
Quality Insulation, Inc.	St. Louis Park, MN	Craig Edwards	952-929-6889
Retrofoam Of MN, LLC	Arden Hills, MN	Kristine Palkovich	651-765-0200
RRI Masonry & Construction, LLC	St. Paul, MN	Robert Ross	651-231-2847
St. Croix Insulation, Inc.	Hudson, WI	Babette Simantel	715-386-1200
Sustainable Resources Center	Minneapolis, MN	Chris Petroskas	612-813-5526
SustainMax, LLC	Minneapolis, MN	Rick Wheeler	612-822-8529
The Brick Company, LLC	Minneapolis, MN	Barbara Brick	612-272-1324
This N That Maint	St. Paul, MN	Larry Pratt	651-214-9671
Thor Construction	Minneapolis, MN	Scott Whitworth	763-571-2580
Top Quality Insulation	St. Paul, MN	Thomas Groh	763-250-0099

Twin City Insulation, LLC	Osceola, WI	Tom See	612-203-8456
UZ Insulation Services	Ham Lake, MN	Rick Parsons	763-767-9524
Voeller Insulation, Inc.	Maple Grove, MN	Kevin Voeller	763-370-1133
Weatherization Research and Production	Shoreview, MN	Gregory Harris	651-482-7749
Webster Windsor Insulation Inc	Coon Rapids, MN	Jennifer Windsor	763-560-2013

RADON MITIGATION CONTRACTORS' LIST
(if applicable)

Minnesota Radon Mitigation Service Providers

This list does not imply endorsement of any of the listed companies or individuals.

Contractor	Voluntary Certification	Services Provided	Address	Phone	Service Area
The following contractors are certified by either NEHA or NRSB and report to MDH.					
Brian Smith	NEHA 104666RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Accurate Radon Services 15113 – 301st Ave NW Princeton, MN 55371	612-819-0979 accurateradonservicesllc.com	Statewide
Scott Pomeroy	NEHA 104664RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Accurate Radon Services 10216 Fallgold Pkwy N Brooklyn Park, MN 55443	612-247-6661 accurateradonservicesllc.com	Statewide
Jamie Adamski	NEHA 104698RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Adamski Builders 239 E Myrtle St Duluth, MN 55811	218-727-2495 www.adamskibuilders.com	Statewide
Walt Fitzmaurice	NEHA 103489RMT	☒ Radon Mitigation ☒ Advanced Diagnostics ☒ Multi-Family Mitigation	Advanced Radon Services, LLC 5428 – 14th Ave S Minneapolis, MN 55417	952-270-5081 www.radonfree.com	Statewide
Mark Janni	NEHA 103194RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Ahrens Heating, Inc. 1227 S Broadway New Ulm, MN 56073	507-354-2217 www.ahrensheating.com	30 mile radius
Thomas Hamberg	NEHA 105632RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Ameradon Services, LLC 12 Jaymar Dr, PO Box 368 Lake Crystal, MN 56055	507-304-3537 www.ameradon.com	South Central
Daniel Hylland	NEHA 104299RMT	☒ Radon Mitigation ☒ Advanced Diagnostics ☒ Multi-Family Mitigation	Athelon Enterprises, LLC PO Box 6001 Rochester, MN 55903	507-269-9934 www.athelonenterprises.com	Southeastern
Bruce Bauer	NEHA 103902RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Bauer Restoration, Inc. 1019 Mitchell Dr Faribault, MN 55021	507-333-9838 www.RadonOut.com	40 mile radius
Daniel Vieau	NEHA 104134RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Conservative Radon 3211 Taylor St NE Minneapolis, MN 55418	612-860-2521	30 mile radius
Val Riedman	NEHA 103414RMT	☒ Radon Mitigation ☒ Advanced Diagnostics ☒ Multi-Family Mitigation	Croix Valley Radon Mitigation 2551 - 190th St Luck, WI 54853	1-888-481-6870 cell: 715-554-0460 www.radonrx.com	Eastern MN & Western WI
Ed Pelto	NEHA 104099RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Ed's Heating and Air, Inc. 1099 Pelto Path Woodbury, MN 55129	651-775-7490 www.edshvac.com	45 mile radius

Contractor	Voluntary Certification	Services Provided	Address	Phone	Service Area
Mike Ellefson	NEHA 105441RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Ellefson Builders Inc. 126 Waterford Circle Winona, MN 55987	507-450-7465 www.buildwinona.com	Southeastern MN
Mark Anderson	NEHA 103362RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Ellingson Plumbing & Heating 2510 Broadway St S Alexandria, MN 56308	320-762-8645	60 mile radius
Robert Worth Frank	NEHA 100496RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Energy & Environmental Services, Inc. 1608 Hague Ave St. Paul, MN 55104	651-646-3470	150 mile radius
Greg Yankowiak	NEHA 103770RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Englewood Ent 2116 – 213th Ave Mora, MN 55051	320-679-1809 1-888-989-2534	100 mile radius
William Carlson	NEHA 104243RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Healthy Homes LLC 130 – 16th Ave S St. Cloud, MN 56301	320-310-6858 1-866-900-4464 www.healthyhomesradon.com	Statewide
Eric Carlson	NEHA 104214RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Healthy Homes LLC 674 Nebraska Ave E St. Paul, MN 55106	952-220-9409 www.healthyhomesradon.com	Statewide
Robert Carlson	NEHA 103015RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Healthy Homes LLC 16526 W 78th St #156 Eden Prairie, MN 55346	952-220-9409 952-220-3680 www.healthyhomesradon.com	
Fran Hira	NEHA 104358RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Home Radon Control 1378 Valley View Ct West St. Paul, MN 55118	651-260-3537 www.Homeradoncontrol.com	Eastern Metro
Greg Comer	NEHA 104324RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Home Safety Solutions 17092 Barium St NW Andover, MN 55304	763-434-3263 612-685-9999 www.homesafetysolutions.com	Statewide
Walter Donnay	NEHA 104322RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Home Safety Solutions 17092 Barium St NW Andover, MN 55304	763-434-3263	Statewide
Jim Johnson	NEHA 105453RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Johnson Environmental PO Box 90355 Sioux Falls, SD 57109	605-940-2738 www.johnsonenvironmental.info	Southwest MN

Contractor	Voluntary Certification	Services Provided	Address	Phone	Service Area
Michelle Knutson	NEHA 103470RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	K –Builders PO Box 365 2050 - 301st Ave Dawson, MN 56232	320-769-4415	Statewide – No Metro Area
Scott Hunke	NEHA 104649RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Lakes Area Radon Service 728 James Circle Dr SW Alexandria, MN 56308	320-815-0474 www.lakesarearadonservice.com	Statewide
Anthony Hay	NEHA 104619RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Minnesota Radon Specialists 1512 Anna St New Market, MN 55054	612-483-8948 www.radonmn.com	Statewide
Brian Benasutti	NEHA 105223RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Minnesota Radon Specialists 2556 Seabury Ave Minneapolis, MN 55406	612-940-3796 www.radonmn.com	Statewide
Dale Denn	NEHA 103565RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Mr. Radon 1108 Goldenrod Ln Shakopee, MN 55379	952-233-0214 www.mrradon-mn.com	Metro & 50 Mile Radius
Wyatt Neubauer	NEHA 104936RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Neu Air, LLC. 24163 – 97th St Zimmerman, MN 55398	763-516-8612 http://www.neuairradon.com/	Statewide
Greg High	NEHA 103805RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Northern Comfort, Inc. 917 South Bend Ave Mankato, MN 56001	507-387-6596	30 mile radius
Jeff Boettcher	NEHA 105435RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Northern Plumbing 19960 Ferret St Elk River, MN 55330	763-753-5216 www.northernplumbing.com	30 mile radius
Kyle Raverty	NEHA 103815RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Omni Environmental, Inc. 1014 Bel Air Ln NW Rochester, MN 55901	507-252-0945 www.omnienvironmental.net	Statewide
Allen Pederson	NEHA 105403RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Pederson Plumbing 15396 – 407th Ave Mabel, MN 55954	507-493-5589	SE MN 50 mile radius
Brian Delmore	NEHA 103059RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Professional House Doctors 2930 – 15th Ave NW Coon Rapids, MN 55433	763-428-2880 www.prohousedr.com	Statewide
Mark Guy	NEHA 103473RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Quality Heating & Air Services, Inc. 12912 Ventura Ct., Suite 21 Shakopee, MN 55379	952-403-1110 www.quality-heating.com	25 mile radius

Contractor	Voluntary Certification	Services Provided	Address	Phone	Service Area
Thomas Tacheny	NEHA 104919RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Radon Arrest LLC 59122 Kittyhawk Circle Mankato, MN 56001	507-345-8378 www.radonarrest.com	40 miles radius
John Hamre	NEHA 105342RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Radon Busters & Clean Up 15499 Allen Blvd Prior Lake, MN 55372	952-447-2605	Metro Area
Kenneth Plzak	NEHA 105368RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Radon Mitigation LLC 7905 Braddock Ave NE Monticello, MN 55362	763-295-5150 http://www.radonmitigationLLC.com	Statewide
Jeff Engen	NEHA 104334RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Radon Mitigation Services/ Engen Construction Inc. 210 N Locust St Mabel, MN 55954	507-493-5252	60 mile radius
Gary Vaness	NEHA 104155RMT	☒ Radon Mitigation ☒ Advanced Diagnostics ☐ Multi-Family Mitigation	Radon Reduction, Inc. 5631 Glen Ave Minnetonka, MN 55345	612-209-4191	25 mile radius
Randy Weestrand	NEHA 100774RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Radon Removal, Inc. 525 Orchard Park Rd Long Lake, MN 55356	952-476-6226 www.fixradon.com	250 mile radius
Dean Sulander	NEHA 103504RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Radon Removal, Inc. 1160 Vierling Dr E #301 Shakopee, MN 55379	952-476-6226 www.fixradon.com	Statewide
Chris Weestrand	NEHA 102230RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Radon Removal, Inc. 3500 Vicksburg Lane N #188 Plymouth, MN 55447	952-476-6226 www.fixradon.com	Statewide
Jason Lynn	NEHA 104650RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Radon Removal, Inc. 3591 Halsey Ave SE Rockford, MN 55373	952-476-6226 www.fixradon.com	Statewide
Andrew Kelley	NEHA 104292RMT	☒ Radon Mitigation ☒ Advanced Diagnostics ☒ Multi-Family Mitigation	Radon Solutions 1025 Adams St Mankato, MN 56001	507-351-2413 www.radonsolutionsmankato.com	60 mile radius

Contractor	Voluntary Certification	Services Provided	Address	Phone	Service Area
William Shampine	NEHA 105573RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Radon Squad 1550 – 91st Ave NE, Suite 204 Blaine, MN 55449	612-306-1908 www.radonsquad.com	Statewide
Robert Buck	NEHA 103831RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	RLB Properties 13416 Morgan Ave S Burnsville, MN 55337	612-419-6994	50 mile radius
Jeff Baron	NEHA 104778RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Schwickert Co 330 Poplar St Mankato, MN 56001	507-387-3101 www.schwickerts.com	South Central
Joseph Splett	NEHA 104224RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Splett Plumbing 43734 - 62nd St Waterville, MN 56096	507-267-4442	60 mile radius
Michael Hogenson	NEHA 103492RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Standard Water Control Systems, Inc 5337 Lakeland Ave N Crystal, MN 55429	763-537-4849 www.standardwater.com	Statewide
Andy Streitz	NEHA 105124RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Streitz Heating and Cooling INC. 708 Schilling Dr. Dundas, MN 55019	507-645-4040 www.streitzheating.com	South Central
Levi Hymes	NEHA	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Triple H Construction LLC 1466 St. Peter Ave, Suite 315 Delano, MN 55328	763-300-8607 www.radonnomore.com	West Metro
Thor Wiebe	NEHA 103224RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Thor Wiebe Home Inspections 903 Boxelder Marshall, MN 56258	507-537-1956	Statewide
William Hartmann	NEHA 105426RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☐ Multi-Family Mitigation	Twin City Repair & Maintenance Co. LLC 1579 Chelsea St St. Paul, MN 55108	651-252-8456	Metro Area & 50 mile radius
Rick Hazelwood	NEHA 103615RMT	☒ Radon Mitigation ☐ Advanced Diagnostics ☒ Multi-Family Mitigation	Voss Testing Laboratory 316 E Hoffman St Paynesville, MN 56362	320-243-3644 www.vossplumbing.com	100 mile radius

* as of the printing date of this fact sheet