

Rental Housing Development Program: City of Saint Paul Housing and Redevelopment Authority

I. Purpose

The purpose of this manual is to govern the implementation of rehabilitation or new construction and rental programs being carried out under Development, Loan, and Grant Agreements with the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("Authority"). The manual includes policies and procedures to be followed regarding eligible uses of Authority funds, rehabilitation/construction, marketing, rental requirements, and applicable control mechanisms.

II. Definitions

Affordability Period: The period during which the project must remain affordable as required by the source of Authority Value Gap Financing.

Agreement: The Development, Loan and Grant Agreement or Development Agreement entered into by Authority and Developer for the purpose of carrying out eligible activities on one or more eligible properties.

Area Median Income (AMI): The median income for the Minneapolis-Saint Paul-Bloomington Metropolitan Statistical Area as published and updated annually by HUD and adjusted for household size.

Authority: Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, 25 West Fourth Street, Suite 1100, Saint Paul, MN 55102

Authority Funds: Authority's internal funds, received through bonds and non-federal program income. A portion of bond funds were established through the Invest Saint Paul program by the Saint Paul City Council in Resolution 07-08/08-3, as amended.

CDBG: HUD's Community Development Block Grant (CDBG) Program, established by Title 1 of the Housing and Community Development Act of 1974, as amended. For more information see the CDBG website:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs

Community Homeownership Impact Funds (CHIF): Authority receives funds through the Minnesota Housing CHIF fund, which is authorized annually by the Minnesota Legislature. For more information see:

<http://www.mnhousing.gov/wcs/Satellite?c=Page&cid=1358906164357&pagename=External%2FPage%2FEXTStandardLayout>

Developer: A developer subject to an Agreement funded at least in part by Authority.

Value Gap financing: The amount awarded to Developer through the RFP process intended to bridge development feasibility for a given property.

NSP: The Department of Housing and Urban Development (HUD)'s Neighborhood Stabilization Program, established by the Housing and Economic Recovery Act of 2008 to stabilize neighborhoods whose viability has been and continues to be damaged by the economic effects of properties that have been foreclosed upon and abandoned. Additional funding for an "NSP2" program was authorized by Title XII of Division A of the American Recovery and Reinvestment Act of 2009 and for an "NSP3" program authorized by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. For more information, see the NSP website: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs/neighborhoodspg

Renter: The renter of a rehabilitated or newly constructed Rental Unit.

Rental Unit: A dwelling unit in a property that will be occupied by a Renter.

Project Development and Operating Budget: A sources and uses budget that includes acquisition, rehab/construction and soft costs for a particular property, along with a cash flow projection for rental operations over a period of at least fifteen (15) years, that Developer must submit to Authority prior to committing to purchase any property for use in the program (see Appendix A).

Project Funding: Any and all governmental and private funds, including Developer's cash, projected to be used to pay for the costs to carry out the redevelopment of a property.

Property: A one-to-four unit building that will be rehabilitated, or newly constructed in cooperation with Authority and occupied by a Renter.

III. Key Terms of Authority Financing

Developer's expenditures for program delivery will be limited as follows:

A. Approval and Funding of Demolition Costs

Primary structures on properties acquired may not be demolished unless they are: 1) declared as blighted in a written notice provided by Authority or 2) determined and agreed to by Authority not to be economically feasible to rehabilitate to a condition in which the property is marketable.

B. Maximum Development Subsidy Per Unit

The development subsidy per Rental Unit payable to Developer may not exceed \$150,000.00. Funded investment shall include eligible expenses of appraised property value, demolition, hard costs, and soft costs.

C. Developer Fee

Developer fee per project is not to exceed 10% of total development costs less the acquisition purchase price.

D. General Contractor Fee

If Developer is acting as general contractor and thus hiring and managing subcontractors, Developer may charge a general contractor fee in the amount of 6% of net construction costs, and charge a 2% mark up for overhead based on net construction costs. Such markup may not be applied to non-construction costs such as taxes, insurance, security, general requirements, or working capital costs. No such fees will be paid to Developer for any property that is rehabilitated or built by a third-party general contractor.

E. Design and Construction Management Fee

Developer may pay no more than 6% of hard costs for architectural services and construction management services payable to a third party.

F. Contingency

Developer may designate a contingency of 10% of hard costs for rehabilitation and 5% of hard costs for new construction.

G. Allowable Marketing Costs

Developer may expend up to \$500 per unit for marketing costs such as advertisements and flyers. Marketing costs in excess of \$2,000 per property must be approved in writing by Authority. If marketing is funded for multiple properties, the costs of such marketing must be allocated to each property.

H. Permitted Rents

Rents are subject to change depending on Project Funding sources. In all cases, the most restrictive applicable regulations prevail. Properties with NSP Project Funding will be required to adjust maximum rental amounts annually within 30 days of publication of new rents by HUD or Minnesota Housing Finance Agency, and apply the adjusted amount to all new leases executed after that time.

Project Funding	AMI Level	Maximum Rent
NSP	≤ 50% AMI	Low HOME Rents ¹ less the utility allowance ⁴
	> 50% but ≤ 120% AMI	Fair Market rent ² less the utility allowance ⁴
CDBG	≤ 80% AMI	60% Tax Credit Rents ³ less the utility allowance ⁴
Authority Funds	No maximum	No maximum

¹ Low HOME Rents are defined by HUD and updated annually

² Fair Market rents are defined by HUD and updated annually

³ Tax Credit Rents are defined and updated annually by Minnesota Housing Finance Agency

⁴ Utility allowances are defined and updated annually by the Saint Paul Public Housing Agency

I. Trends and Reserves

The following trends and figures are acceptable for use in the Project Development and Operating Budget and cash flow statement:

- Expense trend factor: 1– 2% higher than the income trend factor
- Income trend factor: 2 – 4%
- Operating reserves: minimum of 2 months of debt service and operating expenses; for projects with no debt service, 6 months of operating expenses are required
- Property management fee: up to \$60 per unit per month
- Replacement reserves: minimum of \$250 per unit per year
- Vacancy rate: 5% - 7%

Any variations must be approved in writing by Authority.

Pre-funded reserves are not an eligible use of Value Gap Financing.

Developer must provide an asset management plan and include any applicable fees in the Project Development and Operating Budget.

J. Additional Income

Laundry, parking, garage or storage space, etc. must be anticipated and included in the Project Development and Operating Budget.

K. Form of Assistance

Value Gap Financing will be structured as a deferred loan, forgiven on the maturity date. Developer will execute a Mortgage and Note to the benefit of Authority for the amount of the Value Gap Financing. The loan term will be 15 years at 0% interest. For those projects with CDBG or Authority Funding, the 15 year term will begin at the time of sale to the Developer. For those projects with NSP Project Funding *and* a 15 year Affordability Period, the 15 year loan term will run concurrently with the Affordability Period and will begin at the point the Rental Units are at least 50% leased.

If a property with CDBG or Authority Funding is sold prior to the end of the loan term, the full value of the loan will become due and payable. In the event that a property with NSP Project Funding is sold prior to the end of the loan term, the full value of the loan must be assumed by the buyer to ensure the Affordability Period is met.

IV. Property Acquisition

Eligible Properties have already been acquired and identified by Authority.

V. Rehabilitation, New Construction and Reconstruction

A. General Responsibilities

Respective responsibilities of Developer and Authority are as follows:

1. Developer shall be responsible for preparing plans and specifications that conform to program Design Standards (see Appendix B), estimating rehab/construction costs, managing contract awards, and managing the construction process. Developer assumes all risks of cost overruns in excess of the construction and contingency budget line item in the approved Project Budget, unless Authority approves a revised Project Budget.
2. Authority is responsible for approval of project, providing and interpreting Design Standards; approving plans, specifications, estimates and cash flow statements for projects; monitoring the work; and approving draw requests.

B. Plans and Specifications

Developer is responsible for completing plans and specifications which conform to Authority's Design Standards and which are in a form approved by Authority. See Appendix B. Plans/specifications will include the following:

1. General requirements for which the builder is responsible (permits, fees, mobilization, site utilities, site security, builder's risk insurance, etc.);
2. Site plans, if new structures, fencing, landscaping or other site improvements are being proposed;
3. Working drawings and materials specifications, for any new construction or substantial rehabilitation;
4. Rehab specifications that show quantity, size, and materials specification for each item to enable Developer to create accurate cost estimates;
5. For structures built before 1978, the plans and specifications must address remediation of any lead paint or other environmental hazards. See Authority's Design Standards for required methods of inspection, testing and abatement.

C. Cost Estimates

Developer is responsible for producing cost estimates including builder overhead and profit in a form approved by Authority, as follows:

1. Rehab cost estimates will be completed in a line-item, sworn construction statement with one work item per line unless an alternative form of estimate is approved in writing by Authority;
2. Cost estimates for construction of new structures and substantial rehabilitation will be based on take-offs from the working drawings of the quantities of materials and labor required or compilations of costs for similar and recently-built or renovated structures;
3. Site improvement cost estimates will be completed for each improvement and based on take-offs of quantities of materials and labor required;
4. Construction work must be competitively bid. The cost estimate will be used to determine the cost reasonableness of bids;
5. Work to be completed by Developer acting as general contractor. The cost estimate for each project must be reviewed by Authority to determine cost-reasonableness and approved by Authority. When approved, the cost estimate becomes a schedule of values which is used by Authority's representative to determine the value of work completed for the purpose of approving draw requests.
6. Likewise, if a contractor has been simply designated and not selected through a competitive bidding process, the price proposal of such contractor must be reviewed by Authority to determine cost-reasonableness and approved by Authority. When approved (and possibly amended by Authority), the price proposal becomes a schedule of values which is used by Authority's project manager to determine the value of work completed for the purpose of approving draw requests.

D. Bid Packages

Developer will prepare bid packages with the following components for all work being performed by third party firms and ensure that two bids are received, as required by the Authority's Two Bid Policy:

1. A request for bid narrative that includes a general description of the processes for bidding, awards, construction monitoring, lien waivers, and construction draws. The narrative will state that retainage equal to 10% of the contract amount will be held back until the punch list is completed. The narrative will include the method of submitting proposals, a due date, and criteria for selection;

2. Plans and specifications including general requirements, site plans, materials specifications;
3. A form for describing the bidder's experience and licenses;
4. Evidence of required insurance;
5. A price proposal form;
6. Applicable compliance must be included in bidding packages. They may include:
 - Section 3
 - Affirmative Action
 - SBE/WBE/MBE Vendor Outreach
 - Vicinity Hiring
 - Limited English Proficiency
 - Saint Paul Sustainable Building Policy

See Appendix C

E. Bid Solicitation

Bid packages must be sent to at least three qualified contractors and bids must be received from at least two such contractors.

F. Contract Awards and Contracts

Construction contracts will be awarded by Developer. Copies of all proposals received and the executed contract will be submitted to Authority electronically prior to the first draw.

G. Construction Monitoring Inspections

Authority's and Developer's roles and responsibilities are as follows:

1. Developer is responsible for monitoring the quality, completeness and conformity to specifications of all work performed by third party contractors, and-if Developer is also the general contractor-all work performed by Developer's personnel or subcontractors;
2. Authority shall assign a representative or representatives to accompany Developer's representative in construction meetings, construction draw inspections, and the punch list inspection as needed. Authority may approve draw requests or deny all or a portion of a draw request for cause.

H. Construction Draws

Draw requests during construction will be presented to Authority on the form attached as Appendix D along with lien waivers and any other required attachments described on

that form or in the Agreement. Construction draw requests may include requests for reimbursement of soft costs in the approved Project Budget, up to the aggregate total amount of the line item budget amounts for construction and soft costs. See Section VI for additional requirements for draws of Value Gap Financing. Authority is responsible for reviewing, approving and processing draw requests in a timely manner.

I. Change Orders

Developer may approve change orders up to a combined amount equal to the contingency budget line item. Developer is responsible for all construction costs exceeding the budgeted contingency amount, unless Authority at its sole discretion approves a revised Project Budget and reviews and approves a change order for additional improvements and costs in excess of the total construction budget.

J. Punch List, Final Inspection and Final Draw

Developer and Authority representatives must jointly approve the punch list during or immediately after the punch list inspection and approve the clearing of punch list items after subsequent inspection(s). All punch list items reasonably required by Authority must be included. Upon satisfactory completion of the punch list items, and all applicable paperwork, Authority will issue a notice of final completion to Developer (see the form in Appendix E). The final draw will include the payment of any remaining eligible construction costs, construction retainage, applicable soft costs and the portion of the developer fee payable upon completion of construction.

VI. Funding of Construction Work and Soft Costs

Developer is responsible for obtaining project financing as required by the Project Budget. Value Gap Financing may be used for construction and soft costs indicated in the Project Budget, up to the amount stated in the Agreement. Developer will follow these procedures for draws of Value Gap Financing:

A. Fees and Interest Payments

Fees and interest payments for lines of credit and construction loans are not eligible costs for reimbursement by Authority but must be counted toward the total cost basis of the redevelopment of the property. Authority's intent is to pay for these costs indirectly through payment of the developer fee.

B. Construction Costs

Construction costs will be funded by Authority as follows:

1. All construction draws will indicate a 10% retainage for all items, including general contractor fee, permits, and overhead. The aggregate retainage amount for a contractor will be included in contractor's final draw request or invoice, which will be presented to Authority after final completion of the project;

2. Disbursement of Authority funds will be on a reimbursement basis. Eligible costs can be reimbursed on a per property basis according to the following schedule:

- **1st disbursement:** at the time the property is sold to the Developer, Developer may finance up to the full amount of Authority's sale price.
- **2nd disbursement:** up to ½ of remaining Value Gap Financing requested can be distributed at the time the property is sold to the Developer or upon sufficient expenditures to justify reimbursement.
- **3rd disbursement:** remaining Value Gap Financing will be distributed upon lease up of the property and submission of all required tenant and closeout documentation.

3. Requests for funding of soft costs must be accompanied by invoices or other documentation from subcontractors or other third parties indicating payment of eligible rehab/construction and soft costs as indicated by the line items in the Project Budget.

VII. Accounting for Expenditures

Developer will account for total expenditures per property and retain necessary back up documentation in the event of an audit of program activities by Authority or HUD. No more than 60 days after a Property is fully leased, Developer will provide Authority with a complete accounting of expenditures.

VIII. Marketing

A. Responsibility for Marketing of Rental Units

Developer is responsible for marketing Rental Units to qualified Renters. If lease up does not occur within the anticipated timeframe and results in depletion of the rent reserve account, if any, or insufficient cash flow from operations, Developer will be responsible for paying the additional costs.

B. Marketing Plan and Budget

Prior to marketing the first Rental Unit, Developer must obtain written approval from Authority for a marketing plan and budget. The marketing plan will include the following elements:

1. Methods of affirmative outreach to residents of target areas;
2. Other means of advertising rental units, including such means as advertising, flyers and printed materials, rental housing listing services, etc. All marketing materials must include equal opportunity language;

3. Language for use in flyers, advertising and listings regarding income qualifications of Renters and advertised rental rates;
4. Method of income-qualifying prospective Renters;
5. Policy for managing a waiting list of potential Renters or interested parties;
6. Sample form of tenant lease.

IX. Rental Applications and Income Certification

Developer is responsible for the following tasks except those tasks to be carried out by Developer's rental management company. Developer will obtain and transmit to Authority all income certification documentation along with the page(s) of each signed lease indicating the Renter's name and the address of the property.

A. Application for a Rental Unit

The information obtained in the application will be used-along with verifications-to determine a household's eligibility to lease a Rental Unit.

B. Certifying the Income Eligibility of Prospective Renters

Developer will use the methods described in Authority's NSP Income Verification and Documentation policy in Appendix F (applicable to all Project Funding with income restrictions) to verify and certify the income-eligibility of applicants. Required documentation (copies of driver's licenses, paystubs, etc.) will be kept in the files of the Developer or Developer's management agent and copies sent to Authority as described elsewhere in this manual. The income certification may be no more than six months old at the time that the Renter and Developer enter into a lease. If older, the applicant must be recertified. An applicant whose application fails to meet any applicable eligibility requirements will be given a written notice of denial as described below.

C. Notification of Approval or Denial

Upon completion of the tasks described above, Developer will inform applicants in writing of their eligibility or ineligibility to rent a Rental Unit.

X. Confidentiality of Client Data

Developer will observe all Privacy Act requirements and keep client data in locked file cabinets or password-protected electronic files.

XI. Management of Resale Controls

Authority will be solely responsible for enforcing the provisions of restrictive covenants regarding resale controls for the purpose of maintaining long-term affordability, to the extent that these covenants are imposed on Developers by the Project Funding.

XII. Reporting and Recordkeeping Requirements

Differs per funding source, see Agreement.

XIII. Declaration of Covenants

A Declaration of Covenants, if applicable, will require the property owner to offer Rental Units at an affordable level to income eligible Renters for the Affordability Period.

Appendices

- A. Project Budget and Proforma example
- B. Design Standards Version 7
- C. Compliance Requirements
- D. Draw Request Form
- E. Certificate of Substantial and Final Completion
- F. NSP Income Verification and Documentation policy and Income Calculation Worksheet

Project Budget: Total Development Costs

Address:
Description:

Project description

ACQUISITION COSTS

Purchase Price	\$	-
Closing Costs - Acquisition	\$	-
Total Acquisition Costs	\$	-

Use price from HRA listing

CONSTRUCTION COSTS

Hard Construction Costs	\$	-
Contingency	\$	-
Total Construction Costs	\$	-

Contract Amount
10% rehab; 5% new construction

SOFT COSTS

Design and Construction Management	\$	-
Legal Work	\$	-
Radon/Abestos/Lead Tests	\$	-
Soil Tests	\$	-
Survey	\$	-
Marketing/Staging	\$	-
Holding Costs (maintenance, utilities)	\$	-
Property Insurance	\$	-
Total Soft Costs	\$	-
Developer's Fee	\$	-

Cap 6% of estimated hard costs

Cap \$500/unit marketing expense
Homes with NSP financing cannot include these in TDC calculation

Cap 10% of Total Construction & Soft Costs, Less Acquisition Purchase Price

TOTAL DEVELOPMENT COSTS	\$	-
NSP eligible TDC	\$	-

Total of Acquisition, Construction Costs, Soft Costs, and Developer Fee
TDC less holding costs (only on homes with NSP financing)

Projected Value Gap

Total Development Costs less Sale Price

Financing

Equity	\$	-
Construction Loan	\$	-
HRA Value Gap Assistance	\$	-
Other Source	\$	-
Other Source	\$	-
Other Source	\$	-
Total	\$	-

Developer contribution
Name terms

HRA Design Standards Version 7 – Updated September 2013

The outline of the design standards mirrors CSI division outline.

All projects are required to achieve Enterprise Green Communities certification.

See the following link for more information about Enterprise Green Communities criteria and certification:

<http://www.enterprisecommunity.com/solutions-and-innovation/enterprise-green-communities/criteria>

Design Preference	Rehabilitation	New Construction
Bedrooms	3 or more bedrooms preferred	- Same requirement as Rehabilitation
Visitability	- Prefer one no-step entrance - Prefer 32-inch doorway openings throughout the unit (does not include closet doors) - At least one half bathroom on the main level must meet the minimum clearance criteria	- Visitability standards listed under Rehabilitation are required
Front Porch	- Repair existing porches when cost reasonable - Open front porch preferred for all homes	- Open front porch required
Duplex Deconversions	- It is preferred to remove entry to second unit to discourage future conversion to duplex	N/A

General Requirements (Division 1)	Rehabilitation	New Construction
Energy Efficiency	- HERS audit must be conducted before construction begins and after construction is complete - Incorporate specifications from an ENERGY STAR rater into Division 7 and 15 - Participate in Xcel Energy’s Home Performance with ENERGY STAR program - Ensure use of Xcel Energy qualified insulation subcontractor or supervision from Xcel Energy qualified general contractor - Contractors must contact an ENERGY STAR rater for an inspection when insulation is complete prior to sheet rocking/painting	- HERS audit must be conducted before construction begins and after construction is complete - Incorporate specifications from an ENERGY STAR rater into Division 7 and 15 - Comply with ENERGY STAR for Homes Version 3 - Ensure use of Xcel Energy qualified insulation subcontractor or supervision from Xcel Energy qualified general contractor - Contractors must contact an ENERGY STAR rater for an inspection when

		insulation is complete prior to sheet rocking/painting
--	--	--------------------------------------------------------

Existing Conditions (Division 2)	Rehabilitation	New Construction
Remove volunteer brush	- Remove trees or bushes (generally sized 6' or smaller for this line item) that do not aesthetically contribute to the landscape, are in poor condition, or are maintenance concerns	- Same requirements as Rehabilitation
Remove overhanging trees	-Remove branches that overhang structures, completely remove if recommended by the Saint Paul Forestry Department	- Same requirement as rehabilitation

Environmental Hazard Mitigation

Lead	- Abate all lead identified in risk assessment through HUD approved abatement methods - Ensure use of Minnesota Department of Health (MDH) qualified subcontractor or general contractor for abatement activity - Lead clearance test required at end of construction	- N/A
Asbestos	- Remove all actionable asbestos identified in asbestos report - Ensure use of MDH qualified asbestos abatement subcontractor/general contractor	- N/A
Radon	- Required: install radon ventilation system when radon test results indicate actionable radon levels in lowest occupied space (usually basement) - Ensure use of MDH qualified radon remediation subcontractor/general contractor - Ventilation system must be installed in a chase or closet to reduce visibility - When necessary to vent radon through the side of basement walls on the exterior of the house, the radon vent must be located so it is not visible from the street and is as inconspicuous as possible	- Install passive radon-resistant features below the slab; install a vertical vent pipe with junction box within 10 feet of an electrical outlet, in case an active system should prove necessary in the future. - Once building shell is sealed, test to determine if an active system is necessary, install active system if necessary - Ventilation system must be installed in a chase or closet to reduce visibility - When necessary to vent radon through the side of basements walls on the exterior of the house, the radon vent must be located so it is not visible from the street and is as inconspicuous as possible

Concrete (Division 3)	Rehabilitation	New Construction
Garage slab/apron	- Repair slab for existing garages to ensure uniform appearance free from significant deterioration, cracks	- N/A
Basement floor	- Patch to achieve sweepable finish and address trip hazards - Fill water meter pit when present	- Solid surface basement floor preferred

Masonry (Division 4)	Rehabilitation	New Construction
Foundation Walls	- Tuckpoint interior and exterior of existing foundation walls; ensure moisture protection through parge coat and/or 2 coats of waterproofing masonry paint, depending on type and condition of foundation wall	- If remains of a foundation exist on an otherwise vacant lot, demolish remains and build a new foundation
Chimneys	- Preferred removal of chimneys that have no functional or historic purpose and patch roof or reframe area - Tuckpoint chimneys that have a functional or historic purpose	- N/A
Glass Block, non-egress Windows	- Glass unit masonry window with vent for basement windows and bathroom windows located in shower	- Same requirement as Rehabilitation

Metals (Division 5)	Rehabilitation	New Construction
Decorative Metal Railings	- Provide metal handrails for stairs	- Same requirement as Rehabilitation

Woods, Plastics, and Composites (Division 6)	Rehabilitation	New Construction
ROUGH CARPENTRY		
Garage	- 1-1/2 car garage is permissible when site constraints are present - Detached, two-car garage is preferred, - Attached garages shall include ventilation separation from home and CO monitor - Note code requirement for fire rated walls when garages are within 5' of another structure.	- Same requirement as Rehabilitation

FINISH CARPENTRY		
Trim Work	<ul style="list-style-type: none"> - Each room shall consist of complementary base board, window, and door trim - Existing wood trim and molding shall be saved and restored whenever possible - Painted trim shall be restored to smooth, like new appearance. Significantly gouged, deteriorated, or poor quality trim that cannot be restored to like new appearance should be replaced with paint grade quality trim boards of a like character to existing trim or to match time period of house -Include finishing of trim in Division 9 	<ul style="list-style-type: none"> - Each room shall consist of complementary base board, window, and door trim - Include finishing of trim in Division 9

Thermal Insulation (Division 7)	Rehabilitation	New Construction
Siding	<ul style="list-style-type: none"> - Replace asbestos siding when damaged or in need of repair - Replace vinyl siding when more than 10% of vinyl is damaged or color matching will be a challenge, cement board siding is preferred replacement material (include cement board corner boards) - Ensure that any treatment meets lead abatement requirements if lead is present - When existing siding cannot be salvaged, replacement siding material shall have expected lifespan that exceeds 20 years - Note special requirements in historic homes/districts when applicable 	<ul style="list-style-type: none"> - Siding material with an expected lifespan that exceeds 20 years - Cement board siding is preferred - Note special requirements in historic homes/districts when applicable
Roofing	<ul style="list-style-type: none"> - Replace roof that is 10 years or older or that will have questionable ability to last 20+ years - Ensure installation of water and ice shield and replace all flashing as component of roof replacement - Replacement roof shingles to have a 30 year expected lifespan - Note special requirements in historic districts for roofing material, color, etc. if applicable 	<ul style="list-style-type: none"> - Shingles with a 30 year expected lifespan - Note special requirements in historic districts for roofing material, color, etc. if applicable - Ensure installation of water and ice shield
Gutters	<ul style="list-style-type: none"> - Install seamless gutter with a leaf cover, downspouts, splash blocks, that divert water at least 3' and preferably 6' from foundation - Do not locate downspouts on a street-facing façade of the building - Preferred: coordinate gutters to complement installation of rain garden on site 	<ul style="list-style-type: none"> - Same requirements as Rehabilitation - Preferred: coordinate gutters to complement installation of rain garden on site (if applicable)

Openings (Division 8)	Rehabilitation	New Construction
Exterior Doors	<ul style="list-style-type: none"> - Full or half view for rear door - Decorative glass or window high on door for front entry 	- Same requirements as rehabilitation
Interior Doors	<ul style="list-style-type: none"> - Replace interior doors that cannot be repaired to like new condition, replacement doors shall match the style of existing doors - When all doors are replaced, match replacement doors to the style of trim in the house - All interior doors shall be solid core and have some panel detail (number of panels dependent upon house character) 	<ul style="list-style-type: none"> - Ensure all interior doors are of the same style and match the style of the trim in the house - All interior doors shall be solid core
Door Hardware	<ul style="list-style-type: none"> - Existing hardware may remain if it latches securely, matches throughout the house, and is in clean, like new condition - Replace door hinges that do not match door handles/knobs 	- All door hardware should match (hinges, handles, etc.) and match character of the house
Windows	<ul style="list-style-type: none"> - Replace poor condition or lead based paint positive windows with ENERGY STAR rated low-E insulated double pane windows - Fully encapsulate window jamb if lead based paint is present - Provide sash locks and lift for all window units - Note special requirements in historic homes/districts when applicable 	<ul style="list-style-type: none"> - ENERGY STAR rated low-E insulated double pane windows required - Provide sash locks and lift for all window units - Note special requirements in historic districts when applicable - Ensure window in each bedroom meets egress policy of 20” in width, 24” in height, and at least 5 square feet of glazed area, with finished sill height of no more than 48” - Modify window opening as needed in otherwise code compliant bedrooms to ensure egress standard is met.

Finishing Materials (Division 9)	Rehabilitation	New Construction
Flooring		
Ceramic Tile	- 50% recycled content	- Same requirement as Rehabilitation
Linoleum Product	- 2.0 mm thick sheet minimum	- Same requirement as Rehabilitation
Carpet	- Soft nylon with stain protection, bcf texture carpet, 40 oz. weight, 1/10 gauge	- Same requirements as Rehabilitation

Hardwood	<ul style="list-style-type: none"> - Refinish existing hardwood floors whenever present - If installing new hardwood floors, use alternate to clearly communicate price difference with wood laminate flooring 	<ul style="list-style-type: none"> - If installing new hardwood floors, use alternate to clearly communicate price difference with wood laminate flooring
Wall/Ceiling Finishes		
Low VOC caulk/sealant	<ul style="list-style-type: none"> - Required throughout 	<ul style="list-style-type: none"> - Same requirement as Rehabilitation
Exterior Paint Selection	<ul style="list-style-type: none"> - Exterior paint: ensure door and window trim (trim color), house body (body color), and entry door (accent color) each has complementary color 	<ul style="list-style-type: none"> - Same requirements as Rehabilitation
Knockdown Finish	<ul style="list-style-type: none"> - No knockdown finish or texture is allowable in kitchen or bathroom 	<ul style="list-style-type: none"> - Same requirement as Rehabilitation
Lead Paint Encapsulation	<ul style="list-style-type: none"> - HUD approved encapsulating paint is required when painting lead positive surfaces - Ensure all lead based paint positive surfaces that are not removed or enclosed receive an encapsulating paint application 	<ul style="list-style-type: none"> - N/A
Wood Finishes	<ul style="list-style-type: none"> - Low VOC stains and polyurethane is preferred 	<ul style="list-style-type: none"> - Same requirement as Rehabilitation
Ceramic Tile	<ul style="list-style-type: none"> - Ceramic tile tub surrounds are preferred 	<ul style="list-style-type: none"> - Same requirement as Rehabilitation

Equipment (Division 11)	Rehabilitation	New Construction
Appliances	<ul style="list-style-type: none"> - Stainless steel appliances preferred - Dishwasher: 24" 2 cycle, built-in ENERGY STAR labeled dishwasher must be CEE Tier 2 or higher, with a minimum Energy Factor of 0.68 or greater, and a maximum annual energy use of 325 kilowatt hours or less (plumbing supply in Division 15, Electric supply in Division 16) - Refrigerator: 21 cu ft., ENERGY STAR labeled (Electric supply in Division 16) - Microhood: Must be vented to exterior and sized to fit over range (Venting in Division 15, Electric supply in Division 16) - Clothes Washer: ENERGY STAR rated, full sized, clothes washer, must have a Modified Energy Factor (MEF) of 2.0 or greater and Water Factor (WF) of 6.0 or lower, include all set up, water and drain hoses, leave unit ready to use, front load preferred (Plumbing supply Division 15, Electric supply Division 16) - Clothes Dryer: High efficiency gas dryer with a 7.0 cubic ft. capacity, a sensor dry system, and 5 temperature levels - High, Medium High, Medium, Low, Ultra Low (Venting, 	<ul style="list-style-type: none"> - Same requirements as Rehabilitation

	Gas supply in Division 15)	
Overhead Garage Door Opener	- Provide automatic overhead garage door opener with two remotes	- Same requirement as Rehabilitation

Furnishings (Division 12)	Rehabilitation	New Construction
Cabinets	<ul style="list-style-type: none"> - Plywood box construction, solid wood face and frame with dovetail drawer joinery - Provide knobs and pulls for all cabinets, even when finger grooves exist - Include crown molding for cabinets when they are not installed flush with the ceiling - In small kitchens (less than 90 sq. ft.) use higher wall cabinets or floor to ceiling utility cabinets to maximize storage space 	- Same requirements as Rehabilitation
Address	- Address numbers may not be reflective and/or stickers	- Same requirements as Rehabilitation

Plumbing (Division 22)	Rehabilitation	New Construction
Rough Plumbing		
Water Service	<ul style="list-style-type: none"> - Replace all galvanized steel with pex or equivalent - It is preferred to “stack” plumbing as much as possible - It is preferred to locate plumbing chases within conditioned, non-exterior wall cavities - If water meter is located in pit, raise out of pit and fill in hole (see Concrete Division 3) - Air test system and ensure proper function per code requirements - Water meters must be newer model – check with SPRWS to ensure meter has been replaced 	<ul style="list-style-type: none"> - It is preferred to “stack” plumbing as much as possible - It is preferred to locate plumbing chases within conditioned, non-exterior wall cavities - Air test system and ensure proper function per code requirements
Exterior Hose Bibb	- Ensure one exterior hose bibb with frost protection, caulked and connected to house	- Same requirement as Rehabilitation
Plumbing Fixtures		
Kitchen Sink	- Double bowl, 9” depth, stainless steel sink preferred	- Same requirement as Rehabilitation
Vanity Top	- Provide splash blocks when vanity abuts wall	- Same requirements as Rehabilitation
Sewer/system clean out	- Ensure sewer/floor drains are snaked and properly functioning at the end of construction	- Same requirement for New Construction
Gas Service	<ul style="list-style-type: none"> - Provide gas service for all equipment installed, update system to code requirements - If existing system will remain, include statement about testing system to ensure proper function per code requirement 	- Provide gas service for all equipment installed, per code requirements

HVAC (Division 23)	Rehabilitation	New Construction
Heating	- Provide heating system per energy efficiency recommendations	- Forced air heating systems are preferred for new construction and should meet an efficiency rating of 95% AFUE
Air Conditioning	- Preferred: provide for houses with forced air heating per energy efficiency recommendations, preferred for houses with forced air and with boiler heating systems	- Provide for houses per energy efficiency recommendations - Ensure system meets the guidelines to achieve ENERGY STAR Qualified Home certification
Ventilation	- Provide ventilation for bath fan, stove, clothes dryer to exterior of house and provide roof ventilation per energy specifications	- Same requirement as Rehabilitation
*Ensure testing and verification that all systems are in proper working condition upon construction completion		

Electrical (Division 26)	Rehabilitation	New Construction
Circuit Panel	- 100 AMP service minimum; 200 AMP preferred - Service should allow for expansion of added circuits - Include circuit breakers and dedicated circuit for major appliances such as refrigerator, washer, dryer, furnace - Service panels must be updated to breakers	- Same requirements as Rehabilitation
Outlets	- <u>Grounded, 3-prong outlets throughout</u> - GFCI protection per code in bathrooms and kitchen - Ensure one exterior outlet with outlet cover close to front or rear entry door	- Same requirement as Rehabilitation
Receptacles/Covers	- Replace switches, switch plates, outlets, and receptacle plates that are in poor condition throughout the house	- Same requirement as Rehabilitation
Lighting	- Light fixtures to match throughout house - Ensure all lights have CFL bulbs - When bulbs are visible in fixture, install globe style CFL - Ensure minimum of: 2-bulb fixture in all rooms, vanity light sized to vanity, exterior light at all entry doors, motion sensor on garage	- Same requirements as Rehabilitation
Door Bell	- Ensure operable door bell and chime at front entry	- Same requirement as Rehabilitation

Electronic Safety and Security (Division 28)	Rehabilitation	New Construction
Alarm/CO detector	- Provide new combination smoke and CO detectors per code	- Same requirement as Rehabilitation

Earthwork (Division 31)	Rehabilitation	New Construction
Grading	- Ensure drainage away from foundation (at least 1' to 4' away from building and drainage into rain gardens per site plan)	- Same requirement as Rehabilitation

Exterior Improvements (Division 32)	Rehabilitation	New Construction
Fences and Gates	- 6' privacy fences are allowable when screening is needed in rear or side yards due to a market concern or other defensible cause	- Same requirement as Rehabilitation
Sod	- It is preferred to till and re-sod the entire yard - If existing turf is in very good condition, it is acceptable to replace sod in disturbed areas only up to a natural break (i.e. all sod in side yard, all sod in front yard) - Overseed remainder of yard and ensure that transition from new sod to existing grass is seamless	- Entire lot to receive sod
Planting	*Developers are encouraged to engage Capitol Region Watershed District (CRWD), who will provide free landscape design and contribution toward cost of rain garden installation *See plant recommendations developed by CRWD and Saint Paul Forestry	
Retaining Wall	- Avoid when possible - It is preferable to leave the yard sloped and install plants/mulch to avoid future maintenance costs for a homeowner - If over 2' height, include drawing of proper installation	- Same requirements as Rehabilitation
Sidewalk	- Ensure functional 3' wide sidewalk from front sidewalk to front door, from front door to rear door, and from rear door to garage - Replace sidewalk panels or entire sidewalk when deteriorated or when grading is necessary	- Ensure functional 3' wide sidewalk from front sidewalk to front door, from front door to rear door, and from rear door to garage
Stoop/Stairs	- Provide from front sidewalk to finished grade at front door or to replace existing stoop/stairs - Landings can either be wood or concrete - Ensure inclusion of metal handrail in Division 5 when concrete stoop/stairs provided	- Same requirements as Rehabilitation

Improvements that are not typical and require approval from HRA project manager:

- Finishing unfinished basements
- Finishing unfinished attics
- Solar panels or solar water heater
- Radiant in floor heat
- Vinyl flooring
- Granite countertops

Improvements that are not permissible include:

- Hot tubs, saunas, swimming pools, or similar luxury improvements
- Mahogany, walnut, cherry, or similar luxury grade wood cabinets, floors, and doors
- Luxury grade lighting exceeding \$100 per fixture
- Luxury landscaping such as paver patios, in-ground fireplaces, outdoor kitchens, or extensive landscaping lighting
- Garage or outbuildings that exceed basic code requirements or are larger than 3 stalls
- Additions to existing houses

Landscaping Design Guidelines

These design guidelines were cooperatively created with the Capitol Region Watershed District, the Forestry Unit of the Saint Paul Department of Parks and Recreation, and the Saint Paul Department of Planning and Economic Development to achieve stormwater retention, tree canopy, and neighborhood stabilization objectives detailed in the Saint Paul Comprehensive Plan.

Developers are encouraged to engage the Capitol Region Watershed District to conduct landscape designs. Benefits include:

- Free landscape design created by landscape architect in consultation with developer
- Rebate of up to \$1,000 for materials needed to achieve rain garden installation on site (at least one rain garden required for rebate to apply)
- CRWD will coordinate with the Saint Paul Forestry Unit to select trees that are best suited for individual site conditions and ensure existing site trees are assessed for health

Mandatory Design objectives:

- Partial stormwater retention of the first ½” of rain events will be accomplished through rain gardens
- Curb appeal will be enhanced through foundation plantings or rain gardens in the front yard
- Spaces that are challenging to mow (i.e. between sidewalk and foundation, slopes, etc.) will have a garden bed (preferred) or no-mow grass solution
- Plants selected will be low maintenance and high impact, with a showy element of large blooms or seasonal color
- Garden beds should utilize “cues of care” design principles to indicate garden beds are planned spaces

Existing Conditions/Grading Plan

- Show impervious surfaces: sidewalk, driveways, buildings, porches, decks
- Show existing trees or large shrubs – indicate whether they will remain or be removed
 - For trees that will remain, indicate tree protection zones to protect roots from damage caused by regrading (cut or fill) or compaction caused by construction equipment or the storage of construction materials and exclude these activities from the tree protection zone.
- Show garden beds that will be removed
- State if any additional items will be removed (i.e. pavers, fences, etc.)

Improvements

- Show impervious surfaces: sidewalk, driveways, buildings, porches, decks
- Show locations of garden beds, include plant locations by type
- Shade or indicate areas that will receive new sod (generally all areas significantly regarded up to a natural “break” in the landscape such as sidewalks, garden beds, or fences will receive new sod).
- Include plant schedule that states the quantity, name, and size of each plant
- Show site grades if any regrading is required
- Show location of downspouts
- Rain garden design should include location, size, source of water, and plant locations by type
- Show edging or retaining walls, if provided
- List instructions for how to achieve planting and include a side section of a typical rain garden
- Include 1-2 trees per site if none are currently present; consider a tree in the rain garden if feasible and visually appealing

Plant selection

- Each site will have at least one, preferably two, healthy trees
- There should be a minimum of 3-6 different types of plants on each site (not including trees)
- Each garden should be defined with mature plants (size #1 or above)
- Plugs are acceptable in rain gardens, side yards, or back yard to fill in a garden space in order to meet budget constraints. Plugs should be used minimally or not at all in front garden beds in order to achieve the curb appeal objective
- Plants shall be selected from the attached approved plant list
- Trees must be spaced to limit future maintenance issues: at least 10’ from houses or garages or more depending on the width of the tree canopy

Preferred Plants

Perennials

- *Butterfly Milkweed
- *Purple Coneflower
- *Coral Bells
- *Blue Flag Iris
- *Copper Iris
- *Peony
- *Smooth Phlox
- *Orange Coneflower 'Goldsturm'
- *Autumn Joy Sedum
- Columbine
- Lady Fern
- Spiderwort
- Purple Dome Aster
- Solomon's Seal
- Hosta

Shrubs

- *Dwarf Bush Honeysuckle
- *Smooth Hydrangea
- Spirea
- American Arborvitae
- Black Chokeberry
- Winterberry

Shrubs for Screening Adjacent Property

Only recommended when screening adjacent property is needed: typically grow up to 12' tall, maintenance should be considered.

- Red osier dogwood
- Viburnum lentago
- Compact American Highbush Cranberry
- Forsythia (nn - but showy)

Grasses

- *Prairie Dropseed
- Pennsylvania Sedge
- Long-beaked Sedge
- Sprengel's Sedge
- Blue grama
- Sideoats grama
- Junegrass
- *Little Bluestem

Preferred Trees

Trees

Small-up to 20'

- Hawthorne, Thornless
- *Pagoda Dogwood
- Snow Mantle Dogwood
- *Viburnum, Nannyberry Tree
- Crabapple- *limit use, widely planted on boulevard*

Small-up to 30'

- *Serviceberry, Autumn Brilliance
- Blue Beech-Carpinus
- Cherry-Spring Wonder (nn)
- Birch-Dakota Pinnacle (nn)
- Japanese Tree Lilac-*limit use, widely planted on boulevard*

Medium to 40'

- Regal Prince oak-tall but narrow
- Alder, Prairie Horizon (nn)
- Honeylocust, Northern Acclaim- *limit use, widely planted on boulevard*

Large

- *Birch, River
- Birch, Prairie Dream paper birch
- Kentucky coffee tree
- Bur oak
- Red oak
- Balsam Poplar
- White pine
- Honey locust, Skyline – *limit use, widely planted on boulevard*
- Basswood, Sentry Linden – *limit use, widely planted on boulevard*

(nn)= non-native

(*) = preferred

BID PROJECT MANUAL

SECTION II: INDEX

Compliance and Bidding Requirements

Insurance1

B2Gnow/LCP tracker:
Contract Compliance Monitoring System4

Vendor Outreach Program5

Affirmative Action.....12

Sustainable Green Policy27

Section 3.....29

Two Bid Policy3:

Limited English Proficiency44

Xcel Energy Participating Contractors’ List(XXXXXXXXXXXXXXXXXXXX).....45

Radon Mitigation Contractors’ List52

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	Note: Contractor's insurer must follow Contract General Conditions Article 8.2 for required coverages.	07/01/10	07/01/11	EACH OCCURRENCE	\$ 1,500,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (each occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
A	AUTOMOBILE LIABILITY		07/01/10	07/01/11	COMBINED SINGLE LIMIT (each accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ 100,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ 300,000
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (per accident)	\$ 100,000
	<input checked="" type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
A	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE				E.L. EACH ACCIDENT	\$ 500,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

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 Authority
 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: _____

**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



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

{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](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

TABLE OF CONTENTS

Section 3 Bid Preferences	Attachment A – 2	<i>Informational Use</i>
HUD Income Limits	Attachment A – 3	<i>Informational Use</i>
Acknowledgement of receipt of the City's Section 3 Policy	Attachment B	<i>Required Submittal</i>

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>



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



**CITY OF SAINT PAUL
HUD SECTION 3 ACKNOWLEDGMENT (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: _____

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 kaalmeyo 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/xcel/Marketing/Files/MN-Res-Home-Performance-Contractor-List.pdf>



Xcel Energy Minnesota Home Performance Rebate Program

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 Ascherman	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	Faribault, 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	Minnnetonka, 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 & Goedel	Faribault, 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 Ascherman	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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Accurate Radon Services 15113 – 301 st Ave NW Princeton, MN 55371	612-819-0979 accurateradonservicesllc.com	Statewide
Scott Pomeroy	NEHA 104664RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Accurate Radon Services 10216 Fallgold Pkwy N Brooklyn Park, MN 55443	612-247-6661 accurateradonservicesllc.com	Statewide
Jamie Adamski	NEHA 104698RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Adamski Builders 239 E Myrtle St Duluth, MN 55811	218-727-2495 www.adamskibuilders.com	Statewide
Walt Fitzmaurice	NEHA 103489RMT	<input checked="" type="checkbox"/> Radon Mitigation <input checked="" type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Advanced Radon Services, LLC 5428 – 14 th Ave S Minneapolis, MN 55417	952-270-5081 www.radonfree.com	Statewide
Mark Janni	NEHA 103194RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input checked="" type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Athelon Enterprises, LLC PO Box 6001 Rochester, MN 55903	507-269-9934 www.athelonenterprises.com	Southeastern
Bruce Bauer	NEHA 103902RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Conservative Radon 3211 Taylor St NE Minneapolis, MN 55418	612-860-2521	30 mile radius
Val Riedman	NEHA 103414RMT	<input checked="" type="checkbox"/> Radon Mitigation <input checked="" type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Croix Valley Radon Mitigation 2551 - 190 th St Luck, WI 54853	1-888-481-6870 cell: 715-554-0460 www.radonrx.com	Eastern MN & Western WI
Ed Pelto	NEHA 104099RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Ellefson Builders Inc. 126 Waterford Circle Winona, MN 55987	507-450-7465 www.buildwinona.com	Southeastern MN
Mark Anderson	NEHA 103362RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Ellingson Plumbing & Heating 2510 Broadway St S Alexandria, MN 56308	320-762-8645	60 mile radius
Robert Worth Frank	NEHA 100496RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Energy & Environmental Services, Inc. 1608 Hague Ave St. Paul, MN 55104	651-646-3470	150 mile radius
Greg Yankowiak	NEHA 103770RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Healthy Homes LLC 16526 W 78 th St #156 Eden Prairie, MN 55346	952-220-9409 952-220-3680 www.healthyhomesradon.com	
Fran Hira	NEHA 104358RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Home Safety Solutions 17092 Barium St NW Andover, MN 55304	763-434-3263 612-685-9999 www.homesafetyolutions.com	Statewide
Walter Donnay	NEHA 104322RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Home Safety Solutions 17092 Barium St NW Andover, MN 55304	763-434-3263	Statewide
Jim Johnson	NEHA 105453RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Minnesota Radon Specialists 1512 Anna St New Market, MN 55054	612-483-8948 www.radonmn.com	Statewide
Brian Benasutti	NEHA 105223RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Minnesota Radon Specialists 2556 Seabury Ave Minneapolis, MN 55406	612-940-3796 www.radonmn.com	Statewide
Dale Denn	NEHA 103565RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Neu Air, LLC. 24163 – 97 th St Zimmerman, MN 55398	763-516-8612 http://www.neuairradon.com/	Statewide
Greg High	NEHA 103805RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Northern Comfort, Inc. 917 South Bend Ave Mankato, MN 56001	507-387-6596	30 mile radius
Jeff Boettcher	NEHA 105435RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Pederson Plumbing 15396 – 407 th Ave Mabel, MN 55954	507-493-5589	SE MN 50 mile radius
Brian Delmore	NEHA 103059RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Professional House Doctors 2930 – 15 th Ave NW Coon Rapids, MN 55433	763-428-2880 www.prohousedr.com	Statewide
Mark Guy	NEHA 103473RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Radon Busters & Clean Up 15499 Allen Blvd Prior Lake, MN 55372	952-447-2605	Metro Area
Kenneth Plzak	NEHA 105368RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input checked="" type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Radon Reduction, Inc. 5631 Glen Ave Minnetonka, MN 55345	612-209-4191	25 mile radius
Randy Weestrand	NEHA 100774RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Radon Removal, Inc. 3591 Halsey Ave SE Rockford, MN 55373	952-476-6226 www.fixradon.com	Statewide
Andrew Kelley	NEHA 104292RMT	<input checked="" type="checkbox"/> Radon Mitigation <input checked="" type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Radon Squad 1550 – 91 st Ave NE, Suite 204 Blaine, MN 55449	612-306-1908 www.radonsquad.com	Statewide
Robert Buck	NEHA 103831RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	RLB Properties 13416 Morgan Ave S Burnsville, MN 55337	612-419-6994	50 mile radius
Jeff Baron	NEHA 104778RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Schwickert Co 330 Poplar St Mankato, MN 56001	507-387-3101 www.schwickerts.com	South Central
Joseph Splett	NEHA 104224RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Splett Plumbing 43734 - 62 nd St Waterville, MN 56096	507-267-4442	60 mile radius
Michael Hogenson	NEHA 103492RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Thor Wiebe Home Inspections 903 Boxelder Marshall, MN 56258	507-537-1956	Statewide
William Hartmann	NEHA 105426RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> 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

DRAW REQUEST FORM

Draw No. _____

Housing and Redevelopment Authority of the City of Saint Paul, Minnesota
25 West Fourth Street, Suite 1300
St. Paul, MN. 55102
Attn: Director of PED

The undersigned, Twin Cities Habitat For Humanity, Inc. (the "Borrower") pursuant to that certain Development Agreement, dated as of _____, 2013, ("Development Agreement"), between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("Authority"), and the Borrower, hereby requests payment of the expenses listed on the attached Expense Listing. Defined terms used herein are defined in the Development Agreement.

The total amount to be disbursed for this draw is \$_____.

With this draw, the total disbursed to date is \$_____.

In connection with this draw, the undersigned hereby represents as follows:

- a. each obligation listed in the attachment has been incurred and is a Development cost related to the Minimum Improvements; and
- b. no license or permit necessary for construction of the Minimum Improvements previously issued has been revoked or the issuance thereof subjected to challenge before any court of other governmental authority having or asserting jurisdiction thereover; and
- c. no event has occurred and is continuing which, but for the giving of notice, the expiration of any cure period, or both, would constitute an event of default under the Loan Agreement; and
- d. if required by the Development Agreement, a match amount of \$_____ of Borrower's own funds is being spent at the same time as this disbursement request; and
- e. all work in place on the date hereof conforms to the Construction Plans and that each contractor and subcontractor to be paid out of this draw request has satisfactorily completed the work for which payment is to be made in accordance with its contract.

Twin Cities Habitat For Humanity, Inc.

By _____

Its: _____

Approved:

Housing and Redevelopment Authority of
the City of Saint Paul, Minnesota

By _____

Its: _____

Expense Listing

Item

Amount

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Address: _____

Contractor: _____

CDC Project Manager: _____

Owner: _____

Date of Substantial Completion: _____

The Work has been reviewed and the date of Substantial Completion is hereby established as of the date stated above.

- A Certificate of Occupancy or Code Compliance has been issued and all building permits signed off by the City of Saint Paul Department of Safety and Inspections on { **MONTH, DAY, YEAR**}.
- A lead clean to clearance report has been issued by the Minnesota Department of Health on **(MONTH, DAY, YEAR)**.
- An energy audit certifying correct installation of insulation has been issued by the Neighborhood Energy Consortium (NEC) on **(MONTH, DAY, YEAR)**.
- A waste management report certifying diversion of 25% of waste from landfills on **(MONTH, DAY, YEAR)**

A list of items to be completed or corrected is included herein. The failure to include any items on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents.

In accordance with the Contract Documents, Contractor is notified as follows:

1. Without limitation of Contractor's obligation to fully complete the Work within the Contract Time, Contractor shall complete or correct the Work on the list of items attached hereto within 10 days from the date of Substantial Completion.
2. The Owner will be responsible for security, maintenance, and utilities from the date of Substantial Completion forward.
3. Contractor shall be responsible for all Contract requirements except items or responsibilities of the Owner set forth in Paragraph 2 above.
4. The warranty described in the Construction Contract will be in effect from the date of Substantial Completion.
5. List of items to be completed or corrected: see attached punch list (Exhibit A).
6. Upon completion of the punch list items, the Owner will issue a Certificate of Final Completion.

Owner:

_____ Name

_____ (Signature)

_____ (Title)

_____ (Date)

Contractor Representative:

_____ Name

_____ (Signature)

_____ (Title)

_____ (Date)

EXHIBIT A

[specify punch list items]

Certificate of Final Completion

The Owner hereby certifies that all the above punch list items have been completed and that the date of Final Completion of the work under the Contract Documents is _____.

Owner

By _____

Its _____

Date: _____

Neighborhood Stabilization Program Income Verification and Documentation Policy for the Purchase of Property Rehabilitated by the City of Saint Paul Housing and Redevelopment Authority

The purpose of this policy is to ensure potential buyers of NSP homes and persons seeking Homebuyer Assistance Incentive Program funds from NSP are at or below the program-required 120% AMI level. This policy is not intended to qualify a buyer or assess the buyer's ability to repay a debt. For the purposes of expending federal dollars associated with the NSP1, NSP2 and NSP3 grants, the City of Saint Paul will employ the processes and procedures described herein.

Rules for Income Verification

In accordance with HUD guidance provided in the [Guide to Completing NSP Income Certifications](#), Saint Paul will determine income of potential NSP households using the [24 CFR Part 5](#) annual income (Section 8) method. This approach is one of three permitted methods that grantees may use. The other two are a verifiable self-certification by the applicant and an adjusted gross income determination using the most recent IRS 1040. The same three methods are also used to determine income under the HOME program. It is the opinion of staff that the selected method will result in the most accurate determination of household income.

Guidance regarding how to use the 24 CFR Part 5 method is contained in the [Technical Guide for Determining Income and Allowances for the HOME Program](#), Third Edition, dated January 2005. The guide directs Participating Jurisdictions (PJs) to select one of the three aforementioned methods and use it for all like activity (e.g. for all rehabilitation for home ownership property sales). Household income will be calculated using the NSP Income Calculation Worksheet provided in the Guide to Completing NSP Income Certifications and adapted by staff to capture additional required information regarding household members and alternative earned income sources such as dividends, alimony, welfare, unemployment, etc. 24 CFR Part 5 and NSP require that income is projected and considered for a 12 month period.

Steps to Document Income in Compliance with the Verification Rules

HOME guidance suggests that documentation provided by the applicant, such as pay stubs and tax returns, may be the most appropriate second only to third-party verification. In addition, the Technical Guide for Determining Income and Allowances for the HOME program states the following:

PJs may develop their own verification procedures provided that they collect source documentation and that this documentation is sufficient for HUD to monitor program compliance. (Chapter 2, p.5)

There are no specific requirements, or even guidance, regarding the exact type of income documentation or the duration for which the documentation shall cover in any NSP, HOME or 24 CFR Part 5 references.

Accordingly, Saint Paul has determined that its policy relative to income documentation will be as stated in the Income and Asset Verification table below. In the Income and Asset Verification table below the City will consider the documentation submitted to the lender for its use in qualifying and underwriting the primary loan. If additional documentation is

required to substantiate the buyer's income, it will be requested by city staff. Saint Paul will document the project file with any and all income verification documents obtained by the applicant's lender.

Additional Income (other than wages/salaries) and Asset Documentation

If sources of income, including income from assets, are identified on the NSP Income Calculation Worksheet and the associated documentation has not been supplied, city staff will request appropriate documentation to substantiate the claimed income/asset. In addition, **income and asset information and documentation will be required for any non-borrowing household member.**

Annual income and income from assets will be calculated in accordance with 24 CFR Part 5. The passbook rate for calculating imputed asset income (when assets total more than \$5,000) is 2%.

Documentation required for verification purposes for Saint Paul Homebuyer Assistance Incentive Program

Income and asset information will need to be verified to determine eligibility for the Saint Paul Homebuyer Assistance Incentive Program. The following table sets forth acceptable verifications. The verification provided must be exactly as listed in order to prevent delays in the determination of eligibility. *This information can be furnished by either the applicant or lender.*

INCOME AND ASSET VERIFICATION			
Item needed for each source of	Acceptable form(s) of Verification	Received from:	
		Applicant	Lender
INCOME			
Employment (wages/salaries)	Most recent check stubs (six consecutive), or letter from employer (can be written to you), or termination letter (if you are no longer employed), and copy of the verification(s) of employment from the mortgage lender (where available). Copy of one year of signed federal tax returns with all required schedules.		
Self-Employment (wages/salaries)	Copy of three years, signed federal tax returns with all required schedules. If it has been more than six months since, the filing of the last return you must also include year-to-date information for the self-employment. If less than three years, turn in as many as available.		
Social Security, SSI, RSDI, SSDI	Annual Statement (letter) from the Social Security Administration (SSA) or a printout (request to have it sent to you) from the appropriate Social Security Administration office.		
Economic Assistance (MFIP, MSA, GA, other)	Printout (request to have it sent to you) or monthly statement from the county economic assistance department.		

Item needed for each source of	Acceptable form(s) of Verification	Received from:	
		Applicant	Lender
INCOME (continued)			
Child support and alimony	Copy of the current support decree and copies of at least four payments or an original signed letter from the payor (we can provide a form or be sure the letter includes the payor's current address and phone number) or a printout (request to have it sent to you) of child support or alimony from the collecting agency.		
Zero income	If any household member age 18 or older has zero income, contact staff for the required documentation.		
ASSETS			
Checking Accounts, Savings Accounts, Stocks, Bonds, 401(k), Certificates of Deposits, etc.	Complete copy (all pages) of the most recent account statement or a printout from your financial institution for each account that indicates: the institution, type of account, current balance (value of asset) and interest rate. For CHECKING ACCOUNTS provide complete copies (all pages) of the last two monthly statements or the printout showing the balance for the last two months and/or a copy of the verification of deposit(s) received by the mortgage lender.		
Savings Bonds	Copy of all the Savings Bonds held by any household member.		
Property owned	Copy of the most recent county tax statement (showing at least the value and taxes paid) and a copy of the most recent mortgage statement(s) (if any) that show the outstanding balances owed on the property. In addition , if the property is being sold under a contract for deed or rented, provide a copy of the contact or the current lease.		
OTHER			
Social Security number verification	All household members over the age of 18 will be required to sign a W-9 form at the time of closing certifying that the social security number presented is valid and belongs to them.		

NSP Income Calculation Worksheet: Part 5 Annual Income

1. Name:		2. Address of Property to be Purchased:	
ASSETS (see page 2)			
Household Member	Asset Description/ Account Type	Current Cash Value of Asset	Actual Income from Assets
3. Net Cash Value of Assets.....		\$0	
4. Total Actual Income from Assets.....			\$0
5. If line 3 is greater than \$5,000, enter Passbook Rate %*; otherwise, leave blank		Passbook Rate: 0.00%	\$0

ANTICIPATED ANNUAL GROSS INCOME											
Household Member	M/F	Age	Relationship to Head of Household	a. Gross Wages/ Salaries**	b. Social Security	c. Economic Assistance	d. Disability income, unemployment, etc.	e. Child support, alimony	f. Other income	g. Asset Income	
			Head								The greater of lines 4 or 5 from above should be in cell below:
6. Totals				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7. Total of items from 6a. through 6g is Annual Income.....											\$0

*Passbook rate is 2%
 **Gross income is defined as annual income (salary, wages, tips) before taxes and deductions.

I/We certify that all of the information given is true, complete and accurate. I/We understand that false or incomplete information can result in a fine, imprisonment, and loss of housing and/or housing assistance.

X _____ Date _____
 Applicant Signature

X _____ Date _____
 Applicant Signature

Number of Household members: _____

WARNING: Section 1001 of Title 18 of the United States Code makes it a criminal offense to make wilful false statements or misrepresentation of any material fact involving the use of or obtaining of Federal funds.

For Office Use Only

Household Income: _____
 Income Level _____

 Signature of Certifying Staff

Description of Assets

Household has: (if yes, enter values on Page 1)

Yes No

- 1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
- 2. Cash value of revocable trusts available.
- 3. Equity in or ownership of real estate for the purposes of occupancy, rental or under a contract for deed, or other capital investments.
- 4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market
- 5. Individual retirement, 401(K), and Keogh accounts (even through withdrawal would result in a penalty).
- 6. Retirement and/or pension funds.
- 7. Cash value of life insurance policies available to the individual before death (e.g. surrender value of a whole life or universal life policy).
- 8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- 9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's resolution, insurance settlements and other amounts not intended as periodic payments.
- 10. Mortgages or deeds of trust held by an applicant.

Applicant Initials

Applicant Initials

2013 HUD Income Limits, Adjusted for Household Size

MSA Median Income = 82,300 (EFFECTIVE December 11, 2012)

% of Median	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
30%	17,300	19,800	22,250	24,700	26,700	28,700	30,650	32,650
50%	28,850	32,950	37,050	41,150	44,450	47,750	51,050	54,350
80%	45,100	51,550	58,000	64,400	69,600	74,750	79,900	85,050
100%	57,700	65,900	74,100	82,300	88,900	95,500	102,100	108,700
120%	69,150	79,000	88,900	98,750	106,650	114,550	122,450	130,350

**Income limits are updated on a yearly basis and are determined by the Department of Housing and Urban Development.*

Updated 1/3/2013