



Brainerd HRA Board of Commissioners Meeting
Wednesday, March 27th, 2024 @ 9:00am
Brainerd HRA Office Conference Room
324 E River Road, Brainerd, MN

“Our mission is to provide affordable housing and redevelopment opportunities to strengthen our neighborhoods and community.”

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. REVIEW AND APPROVE AGENDA
4. APPROVAL OF MINUTES *(Attachment 1) Pg. 3*
 - a. Approval of Minutes from Regular Board Mtg. on February 28th, 2024
5. UNFINISHED BUSINESS
 - a. Review of Strategic Goals *(Attachment 2) Pg. 9*
6. NEW BUSINESS
 - a. Office & Northstar Surveillance Camera Upgrade Project *(Attachment 3) Pg. 15*
 - b. Crosby HRA Shared Services Agreement Update *(Attachment 4) Pg. 73*
7. BILLS & COMMUNICATIONS
 - a. Financial Report *(Attachment 5) Pg. 81*
 - b. HCV Report *(Attachment 6) Pg. 113*
 - c. Housing Management Report *(Attachment 7) Pg. 117*
 - d. Rehab Programs Report *(Attachment 8) Pg. 123*
 - e. Executive Director Report *(Attachment 9) Pg. 133*
8. COMMISSIONER COMMENTS
9. NEXT MEETING: Wed. April 24th, 2024
10. ADJOURN

Katie Deblock, term expiring 12/31/28
Janet Decker, term expiring 12/31/26
Michael Duval, term expiring 12/31/25
Wayne Erickson, term expiring 12/31/25
Gabe Johnson, term expiring 12/31/24
Allie Verchota, term expiring 12/31/24
Kevin Yeager, term expiring 12/31/27

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Brainerd HRA BOARD MEETING MINUTES

Wednesday, February 28th, 2024 @ 9:00am

A regular meeting of the Board of Commissioners of the Housing and Redevelopment Authority (HRA) in and for the City of Brainerd, Minnesota, was held in person at Brainerd HRA Conference Room at 9:00 a.m., Wednesday, February 28th, 2024.

1. **CALL TO ORDER:** Chair Duval called the meeting to order at 9:00 a.m.
2. **ROLL CALL:** Present: Commissioners, Michael Duval, Wayne Erickson, Katie Deblock, Kevin Yeager, Janet Decker, and Gabe Johnson. Absent: Allie Verchota

OTHERS PRESENT: Executive Director Eric Charpentier, Finance Director Karen Young, Housing Manager Shannon Fortune, Maintenance & Rehab Director John Schommer, Rehab Administrative Specialist Kristin Miller.

3. REVIEW AND APPROVE AGENDA:

Moved and seconded by Commissioners Yeager and Erickson to approve the agenda for Wednesday, February 28th, 2024, as presented. Through a roll call vote, all commissioners were in favor, and none were opposed. The amended agenda was approved.

4. OATH OF OFFICE:
At the February 5th, 2024, city council meeting, Katie Deblock was appointed to serve on the Brainerd HRA Board of Commissioners for a term expiring 12/31/28.

Executive Director Eric Charpentier Conducted the Oath of Office for Commissioner Deblock.

5. ELECTION OF VICE CHAIR for 2024:
At the January 24th, 2024, annual meeting the board elected Bekah Kent-Ehlebracht to serve as vice chair for 2024 or until another commissioner was appointed for her expired term. As of February 5th, 2024, a new commissioner, Katie Deblock was appointed to our board to fill the open seat. The board will now elect a new vice chair for the remainder of the year.

Chair Duval called three times for nominations for vice chair for 2024.

Commissioner Johnson nominated Commissioner Yeager for vice chair, there were no other nominations for this position Yeager accepted. Through a roll call vote for Yeager for vice president (Decker Y, Erickson Y, Deblock Y, Duval Y, Yeager Y, all voting commissioners were in favor, and none were opposed. Commissioner Yeager was elected vice chair.

6. APPROVAL OF MINUTES:

Moved and seconded by Commissioners Erickson and Yeager to approve the minutes from the January 24th, 2024, regular board meeting. All commissioners were in favor, and none were opposed. The minutes were approved.

7. UNFINISHED BUSINESS:

a. Fund Balance Review

The intent of the Fund Balance Policy is to define the classifications of fund balance based on the constraints placed on the use of the current fund balance. Per GASB Statement No. 54, the following classifications are established for governmental funds.

1. **Nonspendable** - fund balance not expected to be converted to cash such as inventory or prepaid expenses.
2. **Restricted** - fund balance with constraints from an external source such as unspent Minnesota Housing Loan funds.
3. **Committed** – fund balance constrained for a specific purpose by the HRA board prior to yearend. Such as the Housing Rehab funds committed by the board.
4. **Assigned** – fund balance that is intended for a specific purpose by the board or Executive Director/Finance Director. These funds are neither restricted nor committed.
5. **Unassigned** – General Fund balance that is available for any purpose.

The Fund Balance Policy recommends 8 to 10 months of expenses in unassigned fund balance.

The following amounts for committed and assigned funds would result in an unassigned fund balance of approximately 8 months:

- Committed Funds: Housing Rehab \$143,340
- Assigned Funds: Housing and Redevelopment \$150,000

The board could reduce the above assigned amount for Housing and Redevelopment, which would increase the unassigned fund balance, if the board would like to be closer to 10 months of unassigned funds.

Commissioner Johnson moved to approve to determine the committed and assigned fund balance amounts as specified. Commissioner Yeager seconded the motion. Through roll call vote, all commissioners were in favor of the motion and none were opposed. The motion was approved.

b. Update on Brainerd Oaks Outlot F

At last month's meeting the board took action to convey Outlot F to Crow Wing County HRA so it could be added to the Purchase and Development Agreement (PDA) with the developer, Level Contracting, at no cost to them. The CWC HRA board unanimously approved accepting Outlot F. Staff has reached out to Kennedy and Graven to start the process which is outlined below:

1. Brainerd HRA must approve conveyance of the lot to the County HRA. (Board approved on 1/24/24)
2. CWC HRA must adopt a resolution accepting the property.
3. Brainerd HRA must convey the lot to CWC HRA by quit claim deed.
4. CWC HRA and Level Contracting must negotiate a Fourth Amendment to Master PDA.
5. CWC HRA must adopt a resolution amending the Master PDA (fourth amendment) and the Redevelopment Plan to add the property.

6. CWC HRA must hold a public hearing on the sale of the property to Level Contracting.
7. CWC HRA must approve the negotiated Fourth Amendment to the Master PDA by resolution following public hearing.
8. Closing, where CWC HRA conveys the lot to developer by quit claim deed.

Staff will continue to work through the process and present the resolution for the board's consideration when all parties are ready for the transfer to occur.

c. Update on Potential Partnerships for Perpetually Affordable Housing

At our meeting in January, we were hoping to let Bekah Kent-Ehlebracht speak about conversations that she had started with Sourcwell and Central Lakes College in regards to the potential to partner in building perpetually affordable housing. More specifically she had started the conversation about what a curriculum might look like for a trades or building program and if CLC and Sourcwell would be interested in funding such an initiative. Chair Duval had asked that Bekah come to our February meeting to give us more details on her conversations and what the next steps could look like for the HRA.

8. NEW BUSINESS: None at this time

9. BILLS & COMMUNICATIONS:

a. **Financial Report:**

Young presented the **Financial Reports for January 2024** and supporting information.

Audit Schedule

Auditors from CliftonLarsonAllen (CLA) conducted on-site fieldwork during the first week of February for the Brainerd HRA. Crow Wing County HRA and Brainerd South on-site fieldwork was conducted during the third week of February. The Agency unaudited financial statements are due to the Real Estate Assessment Center (REAC) by February 29th, and the unaudited Brainerd South financial statements are due to REAC by March 31st.

Commissioner Johnson moved to approve the payments as presented for January 2024. Commissioner Yeager seconded the motion. All commissioners voted in favor of the motion, and none were opposed. The motion carried.

b. **HCV Report:**

Fortune presented her reports and supporting information.

HCV Report

- Through January, our Unit Months Leased (UML) is 7.79% and HAP utilization is 7.2%.
- We notified 50 households from the HCV waiting list in January. Notifications will continue monthly at least through the next several months in an effort to increase our voucher usage rate.

Bridges Report

- We have 12 families on the program with a monthly HAP payment of \$7,333.00

Family Self-Sufficiency (FSS) Report

- We have 53 families on the program and 28 families currently escrowing a total of \$12,533.00 per month.

- c. **Housing Management Report:**
Fortune presented her reports and supporting documents.

Vacancy Report for January 2024 Report was presented.

Monthly Property Performance Report for January 2024 Report was presented.

Valley View Townhomes Update

Occupancy: 95% Move Ins: 0 / (2BR) Move Outs: 1

Screenings: 6

Waiting List: 161 (2BR) & 62 (3BR)

**Staff are in the process of a waiting list update which is expected to reduce these numbers significantly.*

ROSS Program Updates

- 16 active participants in the ROSS program; 1 newly enrolled and 1 exited participant
- 2 new contacts with non-enrolled residents for more limited resource/referral work.
- Food Program Participation
 - SNAP Food Boxes: 26 residents; shelf-stable box; elderly tenants only.
 - Catholic Charities: 13 residents; 250 frozen meals (10 - 30 each); elderly tenants only
- North Star Resident Council
 - Advertising for the mid-February meet-n-greet with previous tenant council members and new tenants interested in participating in upcoming activities. Trying to establish an Executive Committee, determine what training is necessary for new committee members, and work on event scheduling for 1st quarter.

- d. **Rehab Programs Report:**

Schommer presented his reports and supporting information.

SE Brainerd SCDP Application

The environmental review is complete and Kristin has gotten the Request for Release Of Funds published and will start marketing after the RROF (Request Release of Funds) period is over.

MHFA Rehab

We received an inquiry for a rehab loan in Motley and Kristin is working through the process, but it appears they would be eligible. It is just a few blocks away from the current rehab project we have in process in Motley now.

Surveillance Project

Holden Electric is scheduled to start the project the first week in March.

Flooring IFB (Invitation for Bid)

Holden Electric is scheduled to start the project the first week in March. We received two bids for flooring installation and will sign contracts with both vendors to form a pool which will allow us to have more flexibility when the lowest priced vendor is unable to meet our time frames.

Concrete and Landscaping at North Star Apartments

We are working with TKDA (Architecture and Engineering Firm) to develop bidding documents to correct some concrete spalling, landscaping issues, replace sidewalk and curbing that is buckling in the parking lot, construct a recycling enclosure to the east of the main entrance, enclose the bike area for better security and establish a fenced pet area. We hope to release the project for bidding in early April.

- e. **Executive Director Report:**
Charpentier presented his reports and supporting information.

Update on 805 Laurel St Redevelopment Project

On February 13th the Crow Wing County HRA board approved the funding request submitted by DW Jones Inc through the housing trust fund. The RFP has been released for the program and the developer is working towards getting all the necessary documentation ready and the deadline for submitting the proposal is April 30th. We will continue to work with the developer on timelines for when our agency will begin the process of establishing the TIF district that was approved in 2023 and that will likely start in late spring to early summer of this year.

Bring It Home – State Voucher Program Update

At our regional directors meeting on February 21st, we had the opportunity to listen to Jennifer Bergman and Debra Shaff with Minnesota Housing talk about the Bring it Home State Voucher Program that is currently being developed. The program guidelines are currently being written and the anticipated release date for the RFP is June 1st. Their team is working on the specific funding that will be available to each of the 71 agencies that currently administer a federal HCV program and the funding amounts will be available just prior to the RFP being released. We will have the opportunity to review the program guidance and make a recommendation to the board on how or if the agency would like to administer this program. MN NAHRO is also working with MN Housing on this program roll out to hopefully ensure that the funding model is adequate to ensure that the housing authorities across the state do find value in accepting the funding and vouchers. Staff will continue to track the progress of the program as we look at the impact this program will have on our agency.

Developer Meetings

On February 16th, community development director James Kramvik and Eric met with a developer from Tapestry Companies, based out of the twin cities. They have identified Brainerd as being a place of interest for their company to develop either an affordable housing project or a senior living project. They drove their representative around the City to identify both City owned properties as well as for sale private properties. If they can find a suitable parcel, they would be looking at applying for a LIHTC project as early as July of this year. An application such as this would need the support of the council as well as the HRA board along with community engagement, but it is exciting that a new developer has identified Brainerd as a community that they believe could support a project such as this. They have requested that the HRA look at the potential of project-based vouchers in support of such an application which staff will review. Staff will look at what is needed to add this program to our HCV admin plan in the next few months so that we would be able to utilize this tool to support any potential new or existing housing projects that would request it.

10. COMMISSIONER COMMENTS:
Johnson - The new Administrator for the City of Brainerd has started, Nick Broyles, from Spearfish, SD.
Erickson - Welcome commissioner Deblock.
Decker - Appreciates the progress on pet cleanup.
Deblock - Thank you for the warm welcome.

11. ADJOURN:

Commissioner Erickson made a motion to adjourn the meeting. Commissioner Johnson seconded the motion. All commissioners voted in favor of the motion, and none were opposed. The motion was approved and meeting was adjourned at 10:29 a.m.

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To: Brainerd HRA Board Members
From: Eric Charpentier, Executive Director
Date: March 27th, 2024
Re: Strategic Planning Update

We have updated the status of the goals that we have been working on in the past few months. As we review this quarterly it will be helpful for staff to get feedback and/or guidance from the board to ensure we are making any priority adjustments as we work towards fulfilling these goals. This will continue to help guide staff on our path forward. Many of these goals will be ongoing throughout this two-year cycle, but there could be shifts in the priority as we work through these.

Action Requested: No action requested, for informational purposes and general discussion.

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2022 – 2024 Brainerd HRA Goals and Action Steps Status Report

Goal	Action Steps	Status
Goal 1: Workforce Retention and Development – High Priority	Maintain stable workforce – focus on retention and additions.	<i>Ongoing and continual – Added Procurement & Contract Specialist & Rental Assistance Specialist in Q1 '24</i>
	Support well-trained, competent, and professional workforce.	<i>Continue to offer and encourage in person and online training for staff. Staff continues to look for training opportunities for the upcoming changes to PH and HCV through NSPIRE and HOTMA as well as training on the Bring It Home MN the new State Housing Funding.</i>
	Succession planning – transfer of institutional knowledge preserved and applied through cross-training.	<i>Mid Priority, Combined Public Housing and Voucher teams into a Housing department for more efficiencies and cross training.</i>
	Monitor staff capacity and well-being while managing 3 HRA's.	<i>Continually evaluating each department's capacity and searching for growth opportunities. Looking at additional vouchers that are available through HUD & MN Housing, looking at expansion of rehab through the MHFA program.</i>
Goal 2: Intentional Decisions for Properties to be Redeveloped	City acquisition of former state hospital site.	<i>Lower Priority, per City staff the State of MN does not currently have interest in selling this land. No change in status.</i>
	Possible redevelopment in south Brainerd.	<i>Lower priority, the owner of the former Mills property is interested in some housing development and is working with the City, there is also an 11-acre parcel that sold in SW Brainerd on Whippoorwill Ln that will be developed for housing.</i>
	Washington Street redevelopment and SCDP grant.	<i>High priority, scheduled for 2026. City municipal consent given in March of 2023. Staff will work to put together a competitive Small Cities Grant. Preapplication will be due in fall of 2024 with an application to follow in spring of 2025. No further updates.</i>

	Use available resources to optimize redevelopment success.	<i>The agency owns 5 acres in Brainerd Oaks that is not part of the development agreement. We are currently working on conveying land to CWC HRA to be added to the PDA.</i>
	Aid in development of municipal owned properties	Currently working with the City and a developer on interest in acquiring City/Parks owned property in South Brainerd for Senior Housing and Affordable Housing projects
	Update housing study and needs.	<i>As needed, lower priority. Looking at funding opportunities to update within the next 2-3 years.</i>
Goal 3: Engage Developers	Guide and mentor developers to greater success through our expertise.	<i>Continue to meet with developers to market the City of Brainerd and the developable areas for housing. Work with the City, the EDA and BLAEDC on information sharing with developers on municipal owned properties that can be developed. Utilizing the scattered site replacement program (SSRP) to eliminate blighted properties to prepare them for redevelopment. Working towards the development of Outlot F in the Brainerd Oaks subdivision.</i>
	Identify potential clients within nonprofit organizations.	<i>Continue to work with partners such as LAHFH to identify and develop housing opportunities. ED spoke with CMHP regarding partnering in the future on housing in Brainerd. Recent SSRP project on B Street will be sold to LAHFH</i>
	Utilize available funding and resources.	<i>The legislature approved a housing bill for 1 billion dollars in primarily one time use money for a number of current programs and additional new housing programs. We anticipate working with the City and developers to help access funding for infrastructure and building for new units. Infrastructure funding will be available in mid to late 2024. Also working with the City on their potential use of SAHA funding.</i>

	Continually review financial impact on HRA and increase revenue.	<i>High Priority, continuing to evaluate our programs and if there are ways to increase revenue streams for the agency along with examining our shared services agreements to make yearly adjustments where warranted. Increases for both CWC HRA and Crosby HRA have been approved for increased operational funding.</i>
	Use technology to make programs and opportunities known and easier to access.	<i>We are on schedule to implement a new finance/housing software that will be coming in June of 2024 that will replace our current software. There will be a number of improvements to our processes that will be directly related to this upgrade.</i>
Goal 4: Acquire Lands	Explore capacity to acquire large tract of land and sell smaller parcels to developers.	<i>Mid Priority – Potentially utilize the CWC HTF or utilization of the board’s initiative program funds.</i>
	Creation of more housing: especially 1- and 2-bedroom units.	<i>High Priority. Working with multiple developers on projects they are working towards for development and redevelopment within the City of Brainerd.</i>
	Increase senior level living and meet the needs of increasing boomer retirees.	<i>High Priority – Country Manor in Northwest Brainerd is on track for building senior level living in 2024, HRA is not currently involved with this project. This will be a priority with the County Comprehensive Plan that will be finalized in Q3 of 2024</i>
	Explore housing needs and types of housing that are lacking.	<i>Ongoing. Looking at funding options for updating our housing study in the next 2-3 years to keep the data fresh. Utilizing the Counselor’s of Real Estate report to supplement the Workforce Housing Study as we look to the future. Review the County’s Comprehensive Plan that is being updated for the next 10 year period</i>
Goals 5: Build efficiencies within the	Discover efficiencies and reduce duplications resulting in possible budget savings.	<i>With the planned implementation of new housing software in 2024 we aim to have</i>

3 – 4 HRA's within Crow Wing County – (Low priority as time allows)		<i>time savings and better efficiency for both our PH and HCV programs.</i>
	Investigate combining to one agency.	<i>Low priority, not actively working on this priority.</i>
	Collaborate on more housing available across the HRA's.	<i>Ongoing, working with CWC HRA and Brainerd HRA on the redevelopment at 805 Laurel St towards the end of 2024</i>
	Keep abreast of HUD issues and changes.	<i>Ongoing, attending webinars, in person training and regional groups for information sharing.</i>
	Collaborate and communicate with our elected officials.	<i>High priority, continue to attend City Council meetings, work with City staff on housing priorities within the City and the EDA.</i>



To: Brainerd HRA Board Members
From: John Schommer, Rehab & Maintenance Director
Date: March 19, 2024
Re: Camera Project

Camera Project

Holden Electric started the project the week of March 11th at North Star Apartments. We received a grant for \$223,723.80 from the Loss Prevention Grant through our insurer, Housing Authority Insurance (HAI) for this project. The awarded bid with Holden Electric came in at \$165,321.00 (contract attached). We reached out to HAI and were made aware that we can add eligible items up to the full grant award amount, so we are currently reviewing any opportunities to utilize the remaining funds available. Up to this point we have identified at least 12 locations where we could add cameras to help provide more comprehensive coverage in addition to possibly changing how the cameras at Valley Trail are structured and have already requested pricing to add the cameras.

If we were to have any change orders that would result in the total amount of the contract increasing over our \$175,000 small procurement threshold, we would have to bring it to the board for approval. Given there is a strong likelihood that we may go over the small procurement threshold with what we have identified so far and that we would be able to increase the contract amount by approximately \$50,000 with no additional cost to the agency, staff is requesting the board's approval to amend the contract over the small procurement threshold, but not more than what is available from the grant. We are requesting this authorization at this meeting as the project is well underway and we will need this authorization to continue to work with HAI for approval to use grant funds for the change order.

Action Requested: Authorize staff to amend the contract up to \$223,723.80.

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**BRAINERD HOUSING & REDEVELOPMENT AUTHORITY
CONSTRUCTION AGREEMENT**

This CONTRACT AGREEMENT (“Agreement”) is made on the 21st day of December 2023 by and between the **Brainerd Housing & Redevelopment Authority** (“HRA”) located at 324 East River Road, Brainerd, Minnesota 56401, and Holden Electric Co., Inc. (“Contractor”) located at 7669 College Road, Baxter, Minnesota 56425.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. APPLICABLE CONTRACT DOCUMENTS.

1.1 This Agreement for construction Work as defined in Minnesota Statutes, Section 471.345, together with the other Contract Documents used for the types of projects described in the section, represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

1.2 If the awarded bid or quoted price for the Work is \$175,000 or less and the project Work is not funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”), the Contract Documents forming the entire Agreement between HRA and Contractor shall consist of this Agreement, exhibits or attachments deemed necessary by HRA, the plans and specifications, if any, addenda to the plans and specifications issued prior to execution of this Agreement, if any, written amendments to the Agreement signed by both parties to form a change order, a constructive change directive, or a written order for a minor change in the work issued by the HRA or the architect (collectively the “Contract Documents”).

1.3 If the awarded bid or quoted price for the Work is \$175,000 or less and more than \$10,000 and the project is funded in whole or in part by HUD, then the Contract Documents shall consist of the documents described in Section 1.2 above and the General Contract Conditions for Small Construction/Development Contracts (Form HUD-5370-EZ), as the provisions therein may apply to the project.

1.4 If the awarded bid price for the Work is in excess of \$175,000 and the project is funded in whole or in part by HUD, then the Contract Documents shall consist of the documents described in Section 1.2 above and the General Conditions for Construction Contracts – Public Housing Programs (Form HUD-5370), as the provisions therein may apply to the project.

1.5 If the awarded bid price for the Work is in excess of \$175,000, or at the HRA’s discretion, for a project that is less than \$175,000 for the Work but the HRA has retained an architect, and the project is not funded at least in part by HUD, the Contract Documents shall consist of the documents described in Section 1.2 above.

1.6 The Contract Documents are to be read as a whole and meaning given to each provision where possible. If an ambiguity exists in the Contract Documents, the specific provision shall take precedence over the general provision and the more stringent Contractor performance standard shall take precedence over the less stringent provision, provided the standard is in compliance with applicable law. If two provisions within the Contract Documents are substantially identical or duplicative, then the clauses in combination shall apply where possible, but if use of both provisions is contradictory or absurd, the provision appearing in this Agreement shall be used unless there is an applicable HUD-5370-EZ or HUD-5370 provision where either applies in accordance with sections 1.3 or 1.4 above. In such case, the applicable HUD provision shall apply.

SECTION 2. CONTRACTOR TERMS AND CONDITIONS.

2.1 Contractor shall furnish all labor, material, skill, and equipment necessary or required to perform all the work in the Contract Documents (“Work”) generally described as follows: Remove and Turn Over Current Cameras and Associated Hardware, Installation of Digital Watch Dog System as a replacement for current surveillance system for exterior and interior at multiple locations: ~~North Star Apartments, 410 East River Road, Brainerd, MN 56401, Overflow Parking Lot and Brainerd HRA Office Building, 324 East River Road, Brainerd, MN 56401, and Valley Trail Townhomes, with camera’s placement at 717/718 SW 5th Street and 502 May Street, Brainerd, MN 56401.~~ Digital Watch Dog products are listed in this Contract as Exhibit E-1 through E-4.

2.1.1 Remove and turn over to Brainerd HRA the current cameras. Provide and install network video recording cameras and associated hardware from each location. Including all hardware required for mounting the cameras inside and outside, and installation of all cameras to the ceiling grid or exterior wall at proposed locations shown in Exhibit F-1, through F-4.

2.1.1.1 Existing DVR’s must stay operating and accessible.

2.1.2 The system must be flexible enough to have solutions to all the types of cameras as well as have solutions that can arise in apartment buildings, townhomes, residential homes, and office buildings. This includes cameras, NVR’s, and accessories. The system shall have the following capabilities:

2.1.2.1 Automatic failover on storage failure and videowall failover.

2.1.2.2 Enhanced export, smart motion search, calendar search, screen record, multi-video export, multi-camera viewing, watch live and playback video on the same screen, E-mapping system capabilities, launch desktop client with CLI, IP camera auto discovery, one click complete system upgrade, minimize video recording loss, and system backup/restore.

2.1.2.3 Mobile app for iOS and Android, secure/encrypted, and cloud connect.

2.1.3 Hardwired cameras shall remain hardwired, with installation of new wire as needed. All wire preexisting and new must be labeled. Labeling is required at each end of the cable.

2.1.3.1 Identify locations and label cameras.

2.1.4 Existing conduit can be used in the interior and exterior.

2.1.5 All PoE switches shall have surge protectors.

2.1.6 Cabling shall be riser rated and any wire must be in ¾ inch EMT tubing. All exterior cabling must be weatherized.

2.1.7 All cabling should be tested to verify it is functioning at proper capacity, including test results provided to the Contracting Officer.

2.1.8 Fire prevention caulking must be used when sealing from floor to floor & through wall penetrations. All incidentals must be sealed and/or caulked.

2.1.9 All 120-volt circuits shall be included.

2.1.10 Wire mold 5000 series or Equal surface raceways shall be used whenever raceway is needed. The raceways shall be painted and prefinished metal.

2.1.10.1 After installation, all “raceways” shall not exceed the rated fill capacity per National Electrical Code.

2.1.10.2 Cable shall be “fished” through existing soffits or chases whenever possible.

2.1.10.3 When no soffit or chases are available, use raceways.

2.1.10.4 All vertical wiring between floors at North Star Apartments shall be installed in conduit and ran in storage areas.

2.1.11 Provide PoE switches on the 3rd, 5th, 7th, 9th, and 11th floors at the North Star Apartment building. All mounted hardware shall not be combined with other equipment or system.

2.1.12 Head end must be in the office area on second floor at the North Star Apartments and contractor must install new NVR(s) on existing rack.

2.1.13 System must have a minimum of 4 weeks of recording time.

2.1.14 Exterior cameras must be appropriately rated for Minnesota’s environmental conditions.

2.1.15 Contractor must attend a pre-construction walk-through, with Brainerd HRA, "On Site" of each property to verify the exact product needed and positioning of each camera before ordering.

2.1.16 Training for Brainerd HRA staff members in two two-hour sessions 3-6 months apart so they have a thorough understanding of all aspects of the system installed.

2.1.17 The existing system at Brainerd South Apartments, located at 1987 and 1969 S 7th Street, Brainerd, Minnesota 56401, shall be integrated into the new system after it is installed.

2.1.18 The contractor is responsible for any/all permits, locates, and inspections.

2.1.19 Cleanup of work areas must be performed daily or on breaks for the safety of Brainerd HRA employees and tenants.

2.1.20 System shall have no annual maintenance fees and shall have free Cloud Management.

2.1.21 Product shall be warrantied for 5 years, including support and Software upgrades/updates.

2.1.21.1 Lifetime software upgrades shall be provided by the manufacturer without cost and without annual maintenance.

2.1.21.2 One-time recording license charge, fully transferrable.

2.1.21.3 Shall include free license with product.

2.1.22 The security system software and labor furnished by the integrator including wiring, software, hardware, and third-party products shall be fully warranted for parts, materials, and labor for 1-year from the date of acceptance of the Surveillance System. During this 1-year warranty period the vendor must have a 48-hour response time, after notification from the HA to the location when/if issues arise.

2.1.23 The vendor must be a certified installer and shall be trained and authorized by the manufacturer to install, integrate, test, and commission the video system.

2.1.24 All work provided shall be performed in accordance with established surveillance system practices, using modern techniques accepted by the rules and regulations of commercial and residential standards. Including neat and workmanlike manner.

2.1.25 Camera placement and view has been provided in Exhibit F-1 through F-4. Contractor must approve each final camera view with Brainerd HRA before completion.

2.1.26 If the agency determines that work by the contractor was not performed as specified in this Contract, the contractor must fix/complete the work, in a timely manner, at the contractor's expense, not the agency.

2.2 Contractor shall provide labor and materials as shown in the Contract Documents. The price ("Price") including all taxes and permit fees shall be: **\$165,321.00.**

2.3 Contractor shall promptly pay for all materials, labor and equipment used in, or in connection with the performance of this Agreement, or the performance of its subcontractors and suppliers, when such bills or claims become due and indemnify and hold harmless the Project and the HRA from all claims and mechanic's liens, and upon HRA request, furnish satisfactory evidence to the HRA, when and if required that the Contractor has complied with the above requirements.

2.4 Contractor shall begin work After January 2, 2024 and after being notified, in writing by the HRA that Contractor may proceed with the Work ("Notice to Proceed"). Contractor further agrees that except for delays caused solely by the HRA or excusable delay, the Contractor will complete the Work within 180 days after its receipt of the Notice to Proceed/or alternatively no later than June 30, 2024. Contractor agrees that time is of the essence in completing the Work and each phase thereof.

2.5 Contractor agrees that it is difficult for the HRA to determine the amount of all damages that the HRA would incur as a result of delay by the Contractor in achieving substantial completion of the Work. Contractor and the HRA therefore agree that \$ N/A will accrue each day as liquidated damages, and not a penalty, for each calendar day that Contractor fails to achieve substantial completion of the Project. Substantial completion shall be achieved on the day the HRA reasonably determines that the HRA or its tenants may occupy the premises because the Work is sufficiently complete. Accrued liquidated damages shall be an offset against HRA payments to the Contractor's for the Work, including any agreed-upon change orders increasing the original Price. If accrued liquidated damages exceed the Price, the HRA may seek to recover said excess amount over and above the offset portion through all remedies available to it. These sections 2.4 and 2.5 above are notice to the Contractor that liquidated damages will be assessed as of the substantial completion date stated or derived from section 2.4, plus any time extensions HRA agrees to by written change order. The HRA is not required to give additional notice to Contractor that liquidated damages will be imposed, except upon Contractor's written request to HRA to confirm the starting date of said liquidated damages and the HRA's intent to impose them.

2.6 Contractor agrees to proceed with the Work in an orderly and reasonable sequence and to abide by the HRA's decision as to all Contractor storage and working spaces of the Project.

2.7 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the HRA, and HRA's agents and representatives, architects, the HRA's lender and all other contractors and/or subcontractors from any and all losses or damage (including without limiting the generality of the foregoing, attorneys' fees and disbursements paid or incurred by the

HRA to enforce the provisions of this paragraph) occasioned by the failure of Contractor to carry out the provisions of this Agreement and arising out of third party claims for bodily injury, sickness, disease or death, or to injury to or destruction of tangible property to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is partially caused in part by a party indemnified hereby. Further, in claims against any person or entity indemnified under this section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

2.8 Contractor agrees to provide a performance bond and payment bond satisfactory to the HRA prior to the beginning of Work if the Contract Price is \$50,000 or greater.

2.9 Subject to additional terms set forth in the Contract Documents, Contractor agrees to obtain worker's compensation insurance as is required by law, comprehensive general liability and property damage insurance to protect the Contractor and the HRA against claims for bodily injury or death or for damage to property occurring upon, in or about the Project, for the applicable claims period for this Project, and to have the HRA named as an additional insured with limits in amounts at least equal to those specified below, or as otherwise may be required by HUD, if the Project is funded in whole or in part thereby, and the HUD required amount is greater than below:

Risk Insurance	\$1,000,000.00 Aggregate
Bodily Injury Liability	\$1,000,000.00 Each Person
General Liabilities	\$1,000,000.00 Aggregate
Property Damage Liability	\$1,000,000.00 Aggregate
Automobile	As required by law
Worker's Compensation	As required by law

2.9.1 Any and all insurance shall be issued by an "A" rated insurance company or companies. Contractor agrees to furnish the HRA with satisfactory evidence that he has complied with this paragraph. Contractor further agrees to obtain and furnish the HRA with an undertaking by the insurance company issuing each such policy that such policy will not be canceled except after thirty (30) days written notice to the HRA of its intention to do so.

2.9.2 Contractor agrees to assume the entire responsibility and liability for all damages or injury to any and all individuals, whether employees or otherwise and to all property, including the HRA's property arising out of, resulting from, or in a manner connected with the performance of the Work or occurring or resulting from the use by Contractor, its agents or employees of materials, equipment, instrumentality's or other property, whether the same is owned by the HRA, Contractor or third parties, and Contractor agrees to indemnify, defend and save harmless the HRA, his agents and employees from any and all such claims, including, without limiting the generality of the

foregoing claims for which the HRA may be, or may be claimed to be liable and attorneys' fees and disbursements paid or incurred to enforce the provisions of this paragraph.

2.10 Contractor agrees to accept responsibility for all damage caused by Contractor to clean and repair all surfaces soiled or damaged by Contractor or its subcontractors or suppliers, and to protect the Work. If any dispute arises between Contractor and its subcontractors as to which is responsible for any kind of damage, Contractor shall be responsible to timely repair or pay for the damage or repair and resolve allocated responsibilities for the damage among those responsible.

2.11 Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, including those performed by subcontractors, unless they give other special instructions concerning these matters. In such case the Contractor shall evaluate the jobsite safety and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that the Contract Documents direct means, methods, techniques, sequences or procedures that are not safe, Contractor shall give timely written notice to the HRA and shall not proceed with that portion of the Work without further written instructions from HRA.

2.12 Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and measures in connection with the performance of this Agreement and agrees to take all safety precautions with respect to its Work and shall comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public or governmental authority for the safety of persons or property.

2.13 Contractor is responsible to ensure their employees have received all applicable safety training, that they agree to provide all the tools and equipment to complete the contracted job tasks and, the equipment and tools should be in safe, working order.

2.14 Contractor agrees not to assign any or all of this Agreement and not to assign any money due or to become due thereunder without first obtaining prior written consent of the HRA. Contractor shall supply the HRA with a list of all individuals or businesses to which it intends to subcontract the Work or from which it will obtain materials or equipment. Such list is attached hereto as Exhibit B and incorporated herein by reference.

2.15 Contractor agrees to furnish such shop drawings or samples as may be required by the HRA.

2.16 Contractor agrees not to employ any person who is reasonably unacceptable to the HRA. Contractor further agrees to remove any such person from the Project if the HRA reasonably requests.

2.17 Contractor agrees that the HRA, or his authorized representatives, shall have the right to order, in writing, the elimination or addition of any part or parts of work or materials as

omitted from or added to the Contract Documents by Architect and/or the HRA. Equitable adjustments shall be made to the Price for such omitted or added Work or materials. No extra work shall be allowed or changes made by Contractor, or paid for by the HRA, unless and until authorized by the HRA, in writing, before the work and/or changes are begun. Contractor agrees to sign attached Exhibit A to this Agreement and waives all claims for additions or changes unless the HRA has signed a written change order.

2.18 Contractor agrees to provide detail of sales taxes paid on Exhibit C for materials furnished on project from contractor and any subcontractors upon completion of project.

2.19 Contractor further agrees to give prompt written notice to the HRA Contracting Officer of all claims for extras, for requests of extensions of time and for damages for delays or otherwise, and in accordance with HUD General Conditions, if made part of the Contract Documents. Contractor agrees that any change orders for an increase in the Price and an extension to the time of performance must be consented to in writing by the HRA prior to commencing Work on the proposed change order. Further, Contractor agrees that only Eric Charpentier, Executive Director is authorized to sign change orders on the HRA's behalf.

2.20 Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated personal observations with requirements of the Contract Documents.

2.21 Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the HRA. Contractor shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the HRA and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the HRA and Architect may require. The HRA acknowledges that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

2.22 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the HRA or Architect issues in response to the Contractor's notices or requests for information pursuant to sections 2.18 and 2.19, the Contractor shall make Claims as provided in Section 2.17, or as required in the General Conditions if applicable. If the Contractor fails to perform the obligations of section 2.19, the Contractor shall pay such costs and damages to the HRA as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the HRA or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

2.23 Contractor agrees to promptly correct any and all defects in the material or Work brought to its attention by HRA for a period of one year from the substantial completion date or the date the Certificate of Occupancy is issued by the building authority for the Project, whichever is later. Contractor hereby assigns and agrees to deliver to HRA all vendor warranties given by each equipment or parts manufacturer.

2.24 Contractor warrants to the HRA that: (1) materials and equipment furnished under the Agreement will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required; and (3) the Work will conform to the requirements of the Contract Documents.

2.25 In the event Contractor fails to correct, replace and/or repair faulty or defective work performed and/or materials furnished under the Contract Documents, or shall fail to complete or diligently proceed with the Work within the time herein provided for, the HRA, upon three (3) days' notice in writing to Contractor shall have the right to correct, replace and/or re-execute such faulty or defective work, or to take over the Work and complete the same either through its own employees or through a contractor or subcontractor of its choice, and to charge the costs thereof to Contractor including compensation for the Architect's services rendered due to Contractor's failure, and other costs to HRA, against the sums owed under this Agreement and to pursue any and all other remedies provided by law, which are not waived by exercising rights in this section.

2.26 Contractor agrees that in the event of its default, in addition to other rights and remedies the HRA has, the material and equipment of Contractor shall be left at the Project for use by the HRA in completing the Work through the performance bond or other third party contractor hired by HRA. If the HRA carries out Work outside of the performance bond and uses such material and equipment, HRA shall credit the Contractor for the cost of material and equipment used on a rental basis and return the material and equipment to Contractor upon Work completion. The credit shall be an offset against damages to HRA caused by Contractor's default, or be paid by HRA to Contractor if the credit exceeds the damages to HRA.

2.27 Contractor agrees to obtain, at its cost, all permits, all licenses, all plan approval, all inspections and all other governmental approvals relating to this work on the Project and to comply with all federal, state, county, and municipal laws, codes and regulations and to pay all costs and expenses incurred in connection with such compliance, to pay all fees and taxes, including sales and use taxes, and also pay all taxes imposed by any state or federal law for any employment insurance, pensions, retirement funds or any similar purpose, and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing, the same as though Contractor was in fact the HRA and to hold the HRA and any other contractor and/or subcontractor harmless from any and all losses or damage occasioned by the failure of Contractor to comply with the terms of this paragraph.

2.28 Contractor agrees to pay all royalties, license and permit fees to defend all suits or claims for infringement of any patent rights involved in the work of Contractor under this Agreement and to save the HRA and other contractors harmless from loss, costs or expense on account of such use or infringement by Contractor.

2.29 If any part of Contractor's Work depends, for proper execution, upon the work of the HRA, or any other contractor, Contractor shall inspect and promptly report to the HRA any apparent discrepancies or defects in such work that renders it unsuitable for use on the Project. Failure of the Contractor to inspect and report shall constitute an acceptance of the work of the HRA and other contractors.

2.30 If HRA has agreed to partial payments during the Work, Contractor shall provide complete invoices, receipts and executed lien waivers in the form required by the HRA, so that the HRA may accept, review and approve said invoices for the current payment cycle. Request for payment will be deemed accepted by the HRA on the date the HRA determines, in its sole judgment, that the HRA has all the information required to process the payment, consistent with the PPA.

2.31 In accordance with the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.425 ("PPA") governing payments in this Agreement, Contractor shall pay its subcontractors and suppliers within ten (10) days of receipt of payment from the HRA or pay interest to the subcontractors and suppliers on the obligation at a rate of 1.5% per month or any part of a month.

2.32 Contractor agrees to perform all Work in accordance with and to otherwise abide in all respects with all applicable federal, state and local laws, rules and ordinances. Contractor is responsible for removing all its debris from the site at its sole expense and pay for any costs associated with fees for dumpster or landfill costs. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

2.33 Except to the extent provided in Minnesota Statutes, Section 337.10, subd. 3, the Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and HRA involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a claim with the HRA within fourteen (14) days of the onset of such payment dispute, or such claim will be waived. The Contractor must diligently proceed with the Work pending resolution of the claim.

If HUD is funding all or some portion of this Project, Contractor shall include in all its subcontractor agreements, the following "Section 3" clause:

- The work to be performed under this Agreement 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-income persons, particularly persons who are recipients of HUD assistance for housing.

- The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implemented Section 3. As evidenced by their execution of this Agreement, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- 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.
- The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.
- The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75.
- To Show Compliance with regulations 24 CFR Part 75. The Section 3 contract form must be completed and submitted to the HRA along with and all his/her subcontractors. To be completed annually, due date is by December 31st or at the completion of the project if before, as described in the Section 3 contract, Exhibit D.
- Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

2.35 Contractor agrees to maintain for the duration of the Agreement, all requirements to comply with Minnesota Statutes, Section 16C.285 (Responsible Contractor).

SECTION 3. HRA TERMS AND CONDITIONS.

3.1 The HRA contracts with Contractor to do the Work described in Paragraph 1 hereof under the terms and conditions of the Contract Documents.

3.2 Pursuant to the PPA, the HRA agrees to pay Contractor the full amount due and properly owing, less 5% retainage and other hold backs or offsets, upon satisfactory performance of the Work under this Agreement and upon the HRA's written acceptance of the Work.

3.3 Final payment, including all remaining retainage withheld pursuant to Minnesota Statutes, Section 15.72, and other hold backs or offsets, shall become due and payable within thirty (30) days after acceptance of the Project Work in writing by the HRA. The HRA shall condition final payment upon receipt of IC 134 requirements/Contractor Affidavits, Sales Tax Paid Form, mechanic's lien waivers, submittals including but not limited to operation manuals and as-built drawings and upon Contractor providing to HRA any and all documents reasonably required by the HRA to assure Contractor's compliance with all federal, state and local laws.

3.4 The HRA may terminate the Contract if the Contractor:

3.4.1 repeatedly is untimely in the performance of the Work or services of the Contract, or refuses or fails to supply enough properly skilled workers or proper materials to fulfill the Contract requirements;

3.4.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

3.4.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

3.4.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

3.5 When the HRA terminates the Contract for one of the reasons stated in Sections 3.4.1-3.4.4 above, the Contractor shall not be entitled to receive further payment until the Work is finished.

3.6 The HRA may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the HRA may determine.

3.7 The HRA may, at any time, terminate the Contract for the HRA's convenience and without cause.

3.8 Upon receipt of written notice from the HRA of such termination for the HRA's convenience the Contractor shall:

3.8.1 cease operations as directed by the HRA in the notice;

3.8.2 take actions necessary, or that the HRA may direct, for the protection and preservation of the Work; and

3.8.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3.9 In case of termination for the HRA's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs shown to be incurred by reason of such termination.

SECTION 4. MISCELLANEOUS PROVISIONS.

4.1 It is the HRA's policy to resolve all contract disputes informally, without litigation if possible. Contractor disputes shall not be referred to HUD until all remedies have been exhausted at the HRA level, including mediation.

4.2 This Agreement shall not be modified except in writing signed by both the HRA and Contractor.

4.3 This Agreement shall be construed and governed by the substantive laws of Minnesota, without regard to choice of law principles.

4.4 Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing this contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the HRA.

4.5 Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Contractor agrees that the books, records, documents and accounting procedures and practices of Contractor, that are relevant to the Contract or transaction, are subject to examination by the HRA and the state auditor for a minimum of six (6) years. Contractor shall maintain such records for a minimum of six (6) years after final payment.

4.6 Pursuant to Minnesota Statutes, Section 181.59, the Contractor will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Contractor agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

IN WITNESS WHEREOF, the undersigned parties represent that they have caused this Agreement to be executed by the parties below.

[Signature page to follow]

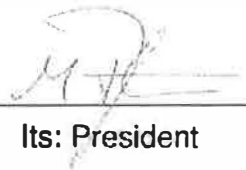
BRAINERD HOUSING AND
REDEVELOPMENT AUTHORITY

Date: 12-27-23

By 
Its: Executive Director

CONTRACTOR:

Date: 12/21/23

By 
Its: President

ARE YOU A CORPORATION? YES
PLEASE PROVIDE ONE OF THE FOLLOWING:

FEDERAL ID # 410841909
OR SOCIAL SECURITY # _____

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EXHIBIT A

TO: All Contractors and Suppliers

RE: Extras, Change Orders and Waiver


Any and all additional work which deviates from the original contract price shall be at your own risk unless authorized in writing by the HRA prior to said work occurring.

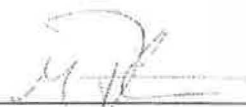
Any and all changes must be documented by a written change order signed by the HRA/Representative. Other employees of the HRA do not have express, implied or apparent authority to authorize additional work for the HRA. Verbal agreements or orders shall not constitute authorization and any work done pursuant to a verbal agreement or order shall be at your risk. This notice also constitutes your written waiver of any benefits conferred under a claim based on a quasi contract if and when work occurs pursuant to a verbal agreement or order.

Please sign and return this to:

THE BRAINERD HOUSING AND
REDEVELOPMENT AUTHORITY

CONTRACTOR

By 
Its: Executive Director
324 East River Road
(218) 824-3425
(218) 828-8817 Fax

By 
Its: President

Date: 12-27-23

Date: 12/21/23

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EXHIBIT B

VERIFICATION OF SUB-SUBCONTRACTORS AND SUPPLIERS

Please list all of your subcontractors and/or suppliers you anticipate using for the Project on this form and return to the HRA at least 10 days prior to commencing your work. This form must be returned to us before your first pay request will be processed and it must be updated before all other pay requests are processed.

If you will not be using any subcontractors or suppliers, please state that on this form, sign the bottom and return it to the HRA.

I, the undersigned, hereby certify and swear that the following list of subcontractors and or suppliers, is complete, including any and all suppliers of labor and material to and for the Project.

ALARM PRODUCTS	\$80,000.00	CHRIS ROSSOW 651-251-1802
<u>Firm</u>	<u>Amount</u>	<u>Contact Person/Phone</u>
<u>Firm</u>	<u>Amount</u>	<u>Contact Person/Phone</u>
<u>Firm</u>	<u>Amount</u>	<u>Contact Person/Phone</u>
<u>Firm</u>	<u>Amount</u>	<u>Contact Person/Phone</u>

HOLDEN ELECTRIC CO., INC.

Firm

By MICAH TOFTNESS
(Print Name)
Its PRESIDENT
(Print Title)

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EXHIBIT C

**Sales Tax Form
Contractor's Statement**

Qualifying Entity: Brainerd HRA
Project Name: SURVEILANCE SYSTEM
Invoice Number(s): _____

Based on upon a review of our records for the project in question, it has been determined that the following amounts were paid in sales and/or use taxes:

Purchase Period(s)	Taxable Cost	MN Tax Paid (6.875%)	Local Tax Paid
_____	\$ _____	\$ _____	\$ _____ Brainerd .50%
			\$ _____ Baxter .50%
			\$ _____ Crow Wing .50%
			\$ _____ _____ %

*If additional taxing jurisdictions exist, please attach spreadsheet

The amounts listed have been paid on the project or that portion of the project which directly relates to the qualifying low-income housing units. This tax amount is for building materials and equipment incorporated into the construction, improvement, or expansion of qualified low-income housing projects, and does not include any amounts paid for equipment and machinery purchased or leased by us and used in fulfillment of this contract.

Our MN Identification Number is: 8644602

Company Name: HOLDEN ELECTRIC CO., INC.

Address: 7669 COLLEGE RD
BAXTER, MN 56425

Phone: 218-829-4759

I (We) declare under the penalties of criminal liability for willfully making a false claim that this statement has been examined, and, to the best of my (our) knowledge and belief, is true and complete.

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

509258v3 BR230-24

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EXHIBIT D

Section 3 Contract – Recipient Compliance and Reporting

*This form must be completed and submitted to the HRA by the awarded contractor of a Section 3 covered project and all of his/her subcontractors. To be completed annually, due date is by December 31st or at the completion of the project if before.

From: HOLDEN ELECTRIC CO., INC.

Name of Contractor

For: SURVEILLANCE SYSTEM

Name of Project

What is Section 3?

Under Section 3 of the Housing and Urban Development Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low and very low income workers, targeted section 3 workers, and section 3 business concerns in that area. The project being awarded has funding which is subject to Section 3 requirements. ***Covered projects contractors and subcontractors are required to show a good faith effort to provide the following:**

Quantitative Reporting

1. Provide employment and training opportunities for Section 3 Workers (minimum of 25% total labor hours).
2. Provide employment and training opportunities for Targeted Section 3 Workers (minimum of 5% total labor hours).
3. Provide opportunities for Section 3 Business Concerns for service contracts.

If 1 and 2 are not met. #4 is a must.

Qualitative Reporting

4. Section 3 Outreach and Development Activities.

QUANTITATIVE REPORTING:

A. Confirmation of hiring and training Section 3 Workers and Targeted Workers:

- The total number of labor hours for the covered contract _____
- Labor hours for Section 3 Workers _____
- Labor hours Section 3 Targeted Workers _____

*Please note that if hours are entered, you must also provide record of self-certification or employer certification of Section 3 Worker or Targeted Worker if not done at contract award.

B. Confirmation for contracting or certifying as a Section 3 Business Concerns:

____ No ____ Yes

If Yes, please

- Provide Section 3 Business self-certification form, if not provided at time of award.
- Provide Screen Print Out of Section 3 Business is registered on HUD opportunity portal.

QUALITATIVE REPORTING:

If contractor has not met or exceeded HUD Section 3 Safe Harbor/Benchmarks (percentages listed above) Contract recipient must report qualitative Section 3 Compliance activities. Contractor and subcontractors must document that they have conducted Section 3 Worker outreach and development activities.

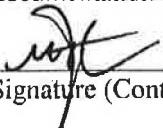
Section 3 Outreach and Development Activities Option:

Select actions that the contractor/sub-contractor will complete and document:

- () Using your lobby of your business (at least 7 calendar days) to hand out and/or hang the section 3 brochure. (Submit proof of posting to the HRA)
- () Post information regarding section 3 to a business website (for at least 7 calendar day) or social media platform. (Submit proof of posting to the HRA)
- (X) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers. (Submit an application to the IIRA to post within their facilities for tenants and voucher holders to sec.)
- () Provided training or apprenticeship opportunities.
- () Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- () Provide assistance to apply for or attend colleges or technical schools
- () Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- () Engaged in outreach efforts to identify and secure bids from Section 3 business concerns. (<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>) (provide print out of Section 3 business registry result)
- () Utilize the services HUD opportunity portal (<https://hudapps.hud.gov/OpportunityPortal/>) (attach copy of Section 3 Resume)
- () Other outreach activities as listed in HUD Section 24 CFR 75.15(b) Additional reporting
Fill in an effort: _____

If selected, contractor/subcontractors must provide documentation of what specific activity was conducted

I certify that to the greatest extent feasible HUD Section 3 Workers, Targeted Workers, and Business Concerns were sought and utilized for labor, services, and construction subcontracts to comply with HUD Section 3 requirements. I certify no violations of federal regulations. I certify the information and documentation provided is true and correct.


Signature (Contractor or Subcontractors)

12/22/23
Date:

EXHIBIT E-1

North Star



Category	Sub-Category	Sub-Category	NDA	Model	Description	Web Links / Notes
MEGApix Bullet - SMP						
IP - Camera (Blue)	SMP	Bullet	Yes	DWC-MB45W1ATW	MEGApix IVA Weather Resistant Bullet, 5 Megapixel, Star-Light Plus, 2592x1944 @ 30fps, 2.8-12mm Autofocus Varifocal Pinhole Lens, 140° Smart IR, T-WDR, 3D-DNR, True DNR, Alarm In/Relay Out, Triple Codec (H.265, H.264, MJPEG) with Simultaneous Streaming, 2 TX Optical Zoom, Two Way Audio, PoE Class 3 and DC12V, ONVIF Compliant, IP66, NDA/ATAA Compliant, 5 Year Warranty. NOTE: Intelligent Video Analytics Basic Inside.	MB45W1ATW Spec 10
MEGApix Turret - SMP						
IP - Camera (Purple)	SMP	Turret	Yes	DWC-MT95W2BTW	MEGApix Weatherproof Turret, 5 Megapixel, 2.8mm Fixed Lens, T-WDR, 1001 Smart IR, Multiple Codec (H.265, H.264, MJPEG) with Simultaneous Dual Stream, Video Analytics (Line Crossing, Perimeter Intrusion, Video Tampering), Smart DNR, Audio Input, Programmable Privacy Zones, Web Server Built in, PoE and DC12V, IP67, IK10, ONVIF Compliant, 5 Year Warranty.	MT95W2BTW Spec 25
IP - Camera (Orange)	SMP	Turret	Yes	DWC-MT95W1ATW	MEGApix Weatherproof Turret, 5 Megapixel, 2.8-12mm Varifocal Autofocus Lens with Motorized Zoom and Autofocus, True DNR, T-WDR, 164° Smart IR, Multiple Codecs (H.265, H.264, MJPEG) with Simultaneous Dual Stream, Video Analytics (Line Crossing, Perimeter Intrusion, Video Tampering), Smart DNR, Audio Input, Programmable Privacy Zones, Web Server Built in, PoE and DC12V, IP67, IK10, ONVIF Compliant, 5 Year Warranty.	MT95W1ATW Spec 84
Megapix IVA Pinhole - 2.1MP						
IP - Camera (Yellow)	2.1MP	Pinhole	Yes	DWC-MPH2W25TW	MEGApix IVA Pinhole Camera, 2.1 Megapixel @ 30fps, 2.8mm Fixed Lens, T-WDR, Clear Image, Triple Codec (H.265, H.264, MJPEG), Alarm In/Relay Out, Smart DNR, Micro SD/SDHC Class 10 Card Slot (card not included), Web Server Built in, OnVif Profile S, PoE and DC12V, 5 Year Warranty. NOTE: Intelligent Video Analytics Basic Inside.	MPH2W25TW Spec 5
MEGApix IVA - 8MP Ultra Wide Single Sensor Panoramic						
IP - Camera (Green)	8MP	Pano	Yes	DWCMBW8W12TW	MEGApix IVA 8MP Ultra Wide Angle Panoramic Bullet, Star-Light Plus, 7.3mm ultra wide angle 1/1.8 Image Sensor, Triple Codecs (H.265, H.264, MJPEG), T-WDR, 100H Smart IR, T-DNR, Smart 3D DNR, AGC, AWB, Two Way Audio, Micro SD/SDHC/SDXC Class 10 Card Slot (card not included), Alarm In, Alarm Out, PoE and 12Vdc, ONVIF Profile S, NDA/ATAA Compliant, IP67, 5 Year Warranty. NOTE: Intelligent Video Analytics Basic Inside.	MBW8W12TW Spec 7
Megapix - SMP Fisheye						
IP - Camera (Red)	SMP	Fisheye	Yes	DWC-PVF5D11TW	MEGApix IVA Fisheye Indoor/Outdoor Vandal Dome, Star-Light Plus, 5 Megapixel, 358 and 186-degree Panoramic view with Edge Quality, 1/1.8 Image Sensor, 30fps @ 2592x1944, 1.5mm Lens, Multi Codecs (H.265, H.264, MJPEG) with Simultaneous Dual Streams, 80° Smart IR, T-WDR with Mechanical IR Cut Filter, T-WDR, Two Way Audio, Smart DNR, 3D Digital Noise Reduction, Auto Gain Control (AGC), Auto White Balance (AWB), Motion Detector, Micro SD/SDHC Class 10 Card Slot (card not included), Web Server Built in, OnVif Profile S, IP66, IK9, PoE and DC12V, 5 Year Warranty. NOTE: Intelligent Video Analytics Basic Inside.	PVF5D11TW Spec 13
Megapix IVA - SMP Fisheye						
MEGApix LPR Series						
MEGApix - SMP License Plate Recognition Bullet						
IP - Camera (White)	SMP	ANPR	Yes	DWC-XSBA05MIL	MEGApix IVA Weatherproof ANPR Bullet, 5 Megapixel 1/2.8 Image Sensor @ 30fps, AI Deep Learning, Captures Vehicle License Plates, 6-SDMM Varifocal Motorized Zoom with Autofocus Pin Lens, 130° Smart IR, Triple Codec (H.265, H.264, MJPEG), Smart DNR, AGC, AWB, Programmable Privacy Zones, Two Way Audio, Alarm In/Relay Output, Web Server Built in, Cold Start -40F(-40C), Micro SD/SD/SDHC/SDXC Class 10 Card Slot (card not included), OnVif Profile S, IP67, IK10, PoE - Class 3 and DC12V, NDA, 5 Year Warranty, Captures license plates up to 75mph.	XSBA05MIL Spec 1
MEGApix CaaS Series - (Camera As A System)						
Megapix CaaS - Bullet - 4MP						
IP over Coax	Converter			eBridge*PCRT - IP/PoE over Coax Kit		4
IP - CaaS Camera (Black)	4MP	Bullet	Yes	DWCMB44W1AWC1T	MEGApix Weather Resistant Bullet, ONVIF Compliant, 4 Megapixel (2560x1440 @ 30fps), 2.8-12mm Autofocus Varifocal Lens, 120° Smart IR, Dual Codec (H.264, MJPEG) with Dual Stream, 1/3 CMOS Sensor, 4.2X Optical Zoom, True Day and Night, Power over Ethernet (PoE) & DC12V, Two-Way Audio, Local SDHC Card Remote Backup, Event Event Notifications, IP66 Certified, Web Server Built in, WDR (120dB), 3D-DNR (3D Digital Noise Reduction), Programmable Privacy Zones (4) & Motion Detection, 5 Year Warranty. Note: DW Spectrum IPVMS pre loaded, Connect up to 30 CaaS cameras simultaneously in a single system. Built in 1TB memory for local recording.	MB44W1AWC Spec 0
MEGApix Accessories & Mounts						
IP - Camera Accessories	Mount	Junction	Yes	DWC-BLJUNCW	Junction box for bullet cameras - White	BLJUNCW Spec As needed
IP - Camera Accessories	Mount	Wall	Yes	DWC-MT1WVW3	Wall mount for vertical turret camera	MT1WVW3 Spec As needed
IP - Camera Accessories	Mount	Wall	Yes	DWC-MT1WVW2	Wall Mount for MTT vertical lens camera	MT1WVW2 Spec As needed

IP - Camera Accessories	Mount	Ceiling	Yes	DWC-MT9CM1	Ceiling mount and junction box	MT9CM1 Spec	As needed
IP - Camera Accessories	Mount	Ceiling	Yes	DWC-MT9CM2	Ceiling mount and junction box	MT9CM2 Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-MT9JUNC	Junction box	MT9JUNC Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-VFJUNCW	Junction box - white	VFJUNCW Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-MT9JUNC2	Junction box	MT9JUNC2 Spec	As needed
Network Video Recorders (NVR's)							
Blackjack DX1							
IP - NVR	Blackjack P-Rack	96TB	Yes	DW-BJP2U96T	Blackjack P-RACK™ NVRs powered by DW Spectrum™ IPVMS, 96 Terabyte, 4 camera licenses pre-installed, 600 Mbps of recording throughput. Hardware options include Intel® i7 Processor and 16GB Memory. Standard features include Windows® 10 OS on an SSD HDD, automated auto reboot for hardware performance, cross platform connectivity for Windows® and Mac® client software, 2x NIC cards, DVI and true HD output, Automatic Camera Detection, Fully Customizable Layout, Easy Drag and Drop Camera Management and Retasking, E-Masking, Advanced Motion Masking and Sensitivity Settings, OnVIF compliant, Keyboard and mouse included, 5 Year Limited Warranty.	P-RACK-2U Spec	3
DW Spectrum IPVMS							
DW Spectrum IPVMS License							
DW-SPECTRUM	License	1Ch	Yes	DW-SPECTRUM_LICENSE10	Ten (10) DW Spectrum IPVMS Licenses / No Annual Renewal, No Upgrade	dw-spectrum	1

NOTES

All required cameras and hardware to be supplied by installer.

All measurements to be verified by installer for proper product selection. All required line voltage power to be supplied by installer.

It is the responsibility of the installer to test all existing wiring. If existing wiring is found to be faulty it must be replaced. All POE switches shall have surge protectors.

EXHIBIT E-2
Overflow Lot



Category	Sub-Category	Sub-Category	NDA	Model	Description	Web Links /Notes	
MEGApix Bullet - 5MP							
IP - Camera (Blue)	5MP	Bullet	Yes	DWC-MB45WIATW	MEGApix IVA Weather Resistant Bullet, 5 Megapixel, Star-Light Plus, 2592x1944 @ 30fps, 2.7-13.5mm Autofocus Varifocal P-Iris Lens, 140ft Smart IR, T-WDR, 3D-DNR, True D&N, Alarm In/Relay Out, Triple Codex (H.265, H.264, MJPEG) with Simultaneous Streaming, 2.7X Optical Zoom, Two Way Audio, PoE Class 3 and DC12V, OnVIF Compliant, IP66, NDA/TAA Compliant, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	MB45WIATW Spec	2
MEGApix Turret - 5MP							
IP - Camera (Purple)	5MP	Turret	Yes	DWC-MT55WI28TW	MEGApix Weatherproof Turret, 5 Megapixel, 2.8mm Fixed Lens, True D&N, T-WDR, 100ft Smart IR, Multiple Codex (H.265, H.264, MJPEG) with simultaneous Dual Stream, Video Analytics (Line Crossing, Perimeter Intrusion, Video Tampering), Smart DNR, Audio Input, Programmable Privacy Zones, Web Server Built in, PoE and DC12V, IP67, OnVIF Compliant, 5 Year Warranty	MT55WI28TW Spec	6
IP - Camera (Orange)	5MP	Turret	Yes	DWC-MT95WIATW	MEGApix Weatherproof Turret, 5 Megapixel, 2.8-12mm Varifocal Autofocus Lens with Motorized Zoom and Autofocus, True D&N, T-WDR, 164ft Smart IR, Multiple Codex (H.265, H.264, MJPEG) with simultaneous Dual Stream, Video Analytics (Line Crossing, Perimeter Intrusion, Video Tampering), Smart DNR, Audio Input, Programmable Privacy Zones, Web Server Built in, PoE and DC12V, IP67, IK10, OnVIF Compliant, 5 Year Warranty	MT95WIATW Spec	0
Megapix IVA Pinhole - 2.1MP							
IP - Camera (Yellow)	2.1MP	Pinhole	Yes	DWC-MPH2W28TW	MEGApix IVA Pinhole Camera, 2.1 Megapixel @ 30fps, 2.8mm Fixed Lens, T-WDR, Color Image, Triple Codex (H.265, H.264, MJPEG), Alarm In/Relay Out, Smart DNR, Micro SD/SDHC Class 10 Card Slot (card not included), Web Server Built in, OnVIF Profile S, PoE and DC12V, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	MPH2W28TW Spec	6
MEGApix IVA - 8MP Ultra Wide Single Sensor Panoramic							
IP - Camera (Green)	8MP	Pano	Yes	DWC-MBW8WI2TW	MEGApix IVA 8MP Ultra Wide Angle Pano Bullet, Star-Light Plus, 2.3mm ultra wide lens, 1/1.8 Image Sensor, Triple Codex (H.265, H.264, MJPEG), T-WDR, 100ft Smart IR, T-DN, Smart 3D DNR, AGC, AWB, Two Way Audio, Micro SD/SDHC/SDXC class 10 card slot(card not included), Alarm In, Alarm Out, PoE and DC12V, OnVIF Profile S, NDA/TAA Compliant, IP67, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	MBW8WI2TW Spec	1
Megapix - 5MP Fisheye							
IP - Camera (Red)	5MP	Fisheye	Yes	DWC-PV55DI1TW	MEGApix IVA Fisheye Indoor/Outdoor Varifocal Dome, Star-Light Plus, 5 Megapixel, 360 and 180-degree Panoramic view with Edge to Edge Clarity, 1/1.8 Image Sensor, 30fps @ 2592x1944, 1.5mm lens, Multi Codex (H.265, H.264, MJPEG) with Simultaneous Dual Streams, 30ft Smart IR, T-WDR with Mechanical IR Cut Filter, TDN, Two Way Audio, Smart DNR 3D Digital Noise Reduction, Auto Gain Control (AGC), Auto White Balance (AWB), Motion Detection, Micro SD/SDHC Class 10 Card Slot (card not included), Web Server Built in, OnVIF Profile S, IP66, IK9, POE and DC12V, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	PV55DI1TW Spec	0
Megapix IVA - 9MP Fisheye							
MEGApix LPR Series							
MEGApix - 5MP License Plate Recognition Bullet							
IP - Camera (White)	5MP	ANPR	Yes	DWC-XSBA05MIL	MEGApix IVA Weatherproof ANPR Bullet, 5 Megapixel 1/2.8 Image Sensor @ 30fps, AI Deep Learning, Captures Vehicles License Plates, 6-50Mx Varifocal Motorized Zoom with Autofocus P-Iris Lens, 130ft Smart IR, Triple Code (H.265, H.264, MJPEG), Smart DNR, AGC, AWB, Programmable Privacy Zones, Two Way Audio, Alarm Input, Relay Output, Web Server Built in, Color Start -40F/-40C, Micro SD/SDHC/SDXC Class 10 Card Slot (card not included), OnVIF Profile S, IP67, IK10, PoE+ Class 5 and DC12V, NDA, 5 Year Warranty, Captures license plates up to 75mph.	XSBA05MIL Spec	0
MEGApix CaaS Series - (Camera As A System)							
Megapix CaaS - Bullet - 4MP							
IP - CaaS Camera (Black)	4MP	Bullet	Yes	DWC-MB44WIAWC1T	MEGApix Weather Resistant Bullet, OnVIF Compliant, 4 Megapixel (2592x1440, 30fps), 2.8-12mm Autofocus Varifocal Pinhole, 120ft Smart IR, Lens Dual Codex (H.265, MJPEG) with Dual Stream, 1/3 CMOS Sensor, 42X Optical Zoom, True Day and Night, Power over Ethernet (PoE) & DC12V, Two Way Audio, Local SDHC Card Remote Backup, Email Server Notifications, IP66 Certified, Web Server Built in, WDR (120db), 3D-DNR (3D Digital Noise Reduction), Programmable Privacy Zones (4) & Motion Detection, 5 Year Warranty, Note: DW Spectrum IPVMS pre loaded, Connect up to 30 CaaS cameras simultaneously in a single system. Built in 1TB memory for local recording.	MB44WIAWC Spec	0
MEGApix Accessories & Mounts							
IP - Camera Accessories	Mount	Junction	Yes	DWC-BLJUNCW	Junction box for bullet cameras- White	BLJUNCW Spec	As needed
IP - Camera Accessories	Mount	Wall	Yes	DWC-MTTWM	Wall mount for varifocal turret cameras	MTTWM Spec	As needed

IP - Camera Accessories	Mount	Wall	Yes	DWC-MTTWJ2	Wall Mount for MTT vertical line camera	MTTWJ2 Spec	As needed
IP - Camera Accessories	Mount	Ceiling	Yes	DWC-MT9CMJ	Ceiling mount and junction box	MT9CMJ Spec	As needed
IP - Camera Accessories	Mount	Ceiling	Yes	DWC-MT9CMJ2	Ceiling mount and junction box	MT9CMJ2 Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-MT9JUNC	Junction box	MT9JUNC Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-VF9JUNCW	Junction box - etha	VF9JUNCW Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-MT9JUNC2	Junction box	MT9JUNC2 Spec	As needed
Network Video Recorders (NVR's)							
Blackjack DX1							
IP - NVR	DX Series	8TB	Yes	DW-BJDX3108	Blackjack DX1 NVR Powered by DW Spectrum IPVMS. 4 camera licenses pre-installed. 8TB. 180 Mbps of recording throughput. 1x Trail HD. 3x DP. Windows 10 OS. 1x Processor, Dual Network Card, 64/68 compliant. Graphic System Health Monitor for hardware performance. True Enterprise Scalability. Automatic Camera Detection. Local Client Display. Fully Customizable Layouts. Easy Drag and Drop Camera Management and Recording. E-Mapping. Advanced Motion Masking and Sensitivity Settings. NDA, TAA. Keyboard and Mouse Included. 5 Year Limited Warranty.		0
DW Spectrum IPVMS							
DW Spectrum IPVMS License							
DW SPECTRUM	License	10ch	Yes	DW-SPECTRUMLSC010	10ch (10) DW Spectrum IPVMS License / No Annual Renewal. No Upgrade Required.	@wspectrum	0

NOTES

All required cameras and hardware to be supplied by installer.

All measurements to be verified by installer for proper product selection.

All required line voltage power to be supplied by installer.

It is the responsibility of the installer to test all existing wiring. If existing wiring is found to be faulty it must be replaced. All POE switches shall have surge protectors.

EXHIBIT E-3
Brainerd HRA Office



Category	Sub-Category	Sub-Category	NDA/A	Model	Description	Web Link / Notes	
MEGApix Bullet - 5MP							
IP - Camera (Blue)	5MP	Bullet	Yes	DWC-MB45WiATW	MEGApix IVA Weather Resistant Bullet, 5 Megapixel, Star-Light Plus, 2592x1944 @ 30fps, 2.7-13.6mm Autofocus Varifocal P-Iris Lens, 140ft Smart IR, T-WDR, 3D-DNR, True D&N, Alarm In/Relay Out, Triple Codecs (H.265, H.264, MJPEG) with Simultaneous Streaming, 2.7X Optical Zoom, Two Way Audio, PoE Class 3 and DC12V, OnVIF Compliant, IP66, NDA/A/TAA Compliant, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic inside.	MB45WiATW Spec	2
MEGApix Turret - 5MP							
IP - Camera (Purple)	5MP	Turret	Yes	DWC-MT95W28TW	MEGApix Weatherproof Turret, 5 Megapixel, 2.8mm Fixed Lens, True D&N, T-WDR, 100ft Smart IR, Multiple Codecs (H.265, H.264, MJPEG) with simultaneous Dual Stream, Video Analytics (Line @ssamp, Perimeter Intrusion, Video Tampering), Smart DNR, Audio Input, Programmable Privacy Zones, Web Server Built In, PoE and DC12V, IP67, OnVIF Compliant, 5 Year Warranty	MT95W28TW Spec	1
IP - Camera (Orange)	5MP	Turret	Yes	DWC-MT95WiATW	MEGApix Weatherproof Turret, 5 Megapixel, 2.8-12mm Varifocal Autofocus Lens with Motorized Zoom and Autofocus, True D&N, T-WDR, 164ft Smart IR, Multiple Codecs (H.265, H.264, MJPEG) with simultaneous Dual Stream, Video Analytics (Line Crossing, Perimeter Intrusion, Video Tampering), Smart DNR, Audio Input, Programmable Privacy Zones, Web Server Built In, PoE and DC12V, IP67, 8K10, OnVIF Compliant, 5 Year Warranty	MT95WiATW Spec	0
Megapix IVA Pinhole - 2.1MP							
IP - Camera (Yellow)	2.1MP	Pinhole	Yes	DWC-MPH2W28TW	MEGApix IVA Pinhole Camera, 2.1 Megapixel @ 30fps, 2.8mm Fixed Lens, T-WDR, Color Image, Triple Codecs (H.265, H.264, MJPEG), Alarm In/Relay Out, Smart DNR, Micro SD/SDHC Class 10 Card Slot (card not included), Web Server Built In, OnVIF Profile S, PoE and DC12V, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	MPH2W28TW Spec	0
MEGApix IVA - 8MP Ultra Wide Single Sensor Panoramic							
IP - Camera (Green)	8MP	Pano	Yes	DWC-MB8W8Wi2TW	MEGApix IVA 8MP Ultra Wide Angle Pano Bullet, Star-Light Plus, 2.3mm ultra wide lens, 1/1.8 Image Sensor, Triple Codecs (H.265, H.264, MJPEG), T-WDR, 100ft Smart IR, T-ON, Smart 3D DNR, AGC, AWB, Two Way Audio, Micro SD/SDHC/SDXC Class 10 Card Slot (card not included), Alarm In, Alarm Out, PoE and 12Vdc, OnVIF Profile S, NDA/A/TAA Compliant, IP67, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	MB8W8Wi2TW Spec	1
Megapix - 5MP Fisheye							
IP - Camera (Red)	5MP	Fisheye	Yes	DWC-PVF5D11TW	MEGApix IVA Fisheye Indoor/Outdoor Vandal Dome, Star-Light Plus, 5 Megapixel, 360 and 180-degree Panoramic view with Edge Clarity, 1/1.8 Image Sensor, 30fps @ 2592x1944, 1.3mm lens, Multi Codecs (H.265, H.264, MJPEG) with Simultaneous Dual Streams, 80ft Smart IR, T-WDR with Mechanical IR Cut Filter, TDN, Two Way Audio, Smart DNR, 3D Digital Noise Reduction, Auto Gain Control (AGC), Auto White Balance (AWB), Motion Detection, Micro SD/SDHC Class 10 Card Slot (card not included), Web Server Built In, OnVIF Profile S, IP66, PoE and DC12V, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	PVF5D11TW Spec	0
Megapix IVA - 9MP Fisheye							
MEGApix LPR Series							
MEGApix - 5MP License Plate Recognition Bullet							
IP - Camera (White)	5MP	ANPR	Yes	DWC-XSBA05MIL	MEGApix IVA Weatherproof ANPR Bullet, 5 Megapixel 1/2.8 Image Sensor @ 30fps, AI Deep Learning, Captures Vehicles License Plates, 6-50MM Varifocal Motorized Zoom with Autofocus P-Iris Lens, 130ft Smart IR, Triple Codec (H.265, H.264, MJPEG), 3m, 8DNR, AGC, AWB, Programmable Privacy Zones, Two Way Audio, Alarm Input, Relay Output, Web Server Built In, Cold Start -40F(-40C), Micro SD/SDHC/SDXC Class 10 Card Slot (card not included), OnVIF Profile S, IP67, IK10, PoE + Class 5 and DC12V, NDA/A, 5 Year Warranty, Captures license plates up to 75mph	XSBA05MIL Spec	0
MEGApix CaaS Series - (Camera As A System)							
Megapix CaaS - Bullet - 4MP							
IP - CaaS Camera (Black)	4MP	Bullet	Yes	DWC-MB44WiAWC1T	MEGApix Weather Resistant Bullet, OnVIF Compliant, 4 Megapixel (2560x1440, 30fps), 2.8-12mm Autofocus Varifocal P-Iris, 120ft Smart IR, Lens Dual Codecs (H.265, MJPEG) with Dual Stream, 1/3 CMOS Sensor, 4.2X Optical Zoom, True Day and Night, Power over Ethernet (PoE) & DC12V, Two-Way Audio, Local SD/HC Card Remote Backup, E-mail Event Notifications, IP66 Certified, Web Server Built-In, WDR (120db), 3D-DNR (3D Digital Noise Reduction), Programmable Privacy Zones (4) & Motion Detection, 5 Year Warranty, Note: DW Spectrum IPVMS pre loaded, Connected up to 30 CaaS cameras simultaneously in a single system. Built in 1TB memory for local recording.	MB44WiAWC Spec	0
MEGApix Accessories & Mounts							
IP - Camera Accessories	Mount	Junction	Yes	DWC-BLIJNCW	Junction Box for bullet cameras, White	BLJNCW Spec	As needed
IP - Camera Accessories	Mount	Wall	Yes	DWC-MTTWM	Wall mount for varifocal turret cameras	MTTWM Spec	As needed

IP - Camera Accessories	Mount	Wall	Yes	DWC-MTTVM2	Wall Mount for MTT vertical lens camera	MTTVM2 Spec	As needed
IP - Camera Accessories	Mount	Ceiling	Yes	DWC-MTBCM1	Ceiling mount and junction box	MTBCM1 Spec	As needed
IP - Camera Accessories	Mount	Ceiling	Yes	DWC-MTBCM2	Ceiling mount and junction box	MTBCM2 Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-MT9JUNC	Junction box	MT9JUNC Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-VFJUNCW	Junction box - white	VFJUNCW Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-MT9JUNCZ	Junction box	MT9JUNCZ Spec	As needed
Network Video Recorders (NVR's)							
Blackjack DX1							
IP - NVR	DX Series	8TB	Yes	DW-8JDX108	Blackjack DX1 NVR Powered by DW Spectrum IPVMS. 4 camera licenses pre-installed. 8TB. 180 Mbps of recording throughput. 1x True HD, 1x DP, Windows 10 OS, i3 Processor, Dual Network Card, ONVIF compliant, Graphic System Health Monitor for hardware performance, True Enterprise Scalability, Automatic Camera Detection, Local Client Display, Fully Customizable Layouts, Easy Drag and Drop Camera Management and Recording, E-Mapping, Advanced Motion Masking and Sensitivity Settings, NDA, TAA, Keyboard and Mouse included. 5 Year Limited Warranty		1
DW Spectrum IPVMS							
DW Spectrum IPVMS License							
DW SPECTRUM	License	10ch	Yes	DW-SPECTRUMLSC010	10ch (10) DW Spectrum IPVMS License / No Annual Renewal, No Upgrade Required	dw-spectrum	0

NOTES

All required cameras and hardware to be supplied by installer.

All measurements to be verified by installer for proper product selection.

All required line voltage power to be supplied by installer.

It is the responsibility of the installer to test all existing wiring. If existing wiring is found to be faulty it must be replaced. All POE switches shall have surge protectors.

EXHIBIT E-4
Valley Trail



Category	Sub - Category	Sub - Category	NDA	Model	Description	Web Links / Notes	
MEGApix Bullet - 5MP							
IP - Camera (Blue)	5MP	Bullet	Yes	DWC-MB45WIATW	MEGApix IVA Weather Resistant Bullet, 5 Megapixel, Star-Light Plus, 2592x1944 @ 30fps, 2.7-13.6mm Autofocus Varifocal P-lens Lens, 140h Smart IR, T-WDR, 5D-DNR, True D&N, Alarm In/Relay Out, Triple Codec (H.265, H.264, MJPEG) with Simultaneous Streaming, 2.7X Optical Zoom, Two Way Audio, PoE Class 3 and DC12V, OnVIF Compliant, IP66, NDA/ATAA Compliant, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	MB45WIATW Spec	0
MEGApix Turret - 5MP							
IP - Camera (Purple)	5MP	Turret	Yes	DWC-MT95Wi28TW	MEGApix Weatherproof Turret, 5 Megapixel, 2.8mm Fixed Lens, True D&N, T-WDR, 100h Smart IR, Multiple Codec (H.265, H.264, MJPEG) with simultaneous Dual Stream, Video Analytics (Line Crossing, Perimeter Intrusion, Video Tampering), Smart DNR, Audio Input, Programmable Privacy Zones, Web Server Built in, PoE and DC12V, IP67, OnVIF Compliant, 5 Year Warranty.	MT95Wi28TW Spec	0
IP - Camera (Orange)	5MP	Turret	Yes	DWC-MT95W:ATW	MEGApix Weatherproof Turret, 5 Megapixel, 2.8-12mm Varifocal Autofocus Lens with Motorized Zoom and Autofocus, True D&N, T-WDR, 164h Smart IR, Multiple Codec (H.265, H.264, MJPEG) with simultaneous Dual Stream, Video Analytics (Line Crossing, Perimeter Intrusion, Video Tampering), Smart DNR, Audio Input, Programmable Privacy Zones, Web Server Built in, PoE and DC12V, IP67, IK10, OnVIF Compliant, 5 Year Warranty.	MT95W:ATW Spec	0
Megapix IVA Pinhole - 2.1MP							
IP - Camera (Yellow)	2.1MP	Pinhole	Yes	DWC-MPH2W28TW	MEGApix IVA Pinhole Camera, 2.1 Megapixel @ 30fps, 2.8mm Fixed Lens, T-WDR, Color Image, Triple Codec (H.265, H.264, MJPEG), Alarm In/Relay Out, Smart DNR, Micro SD/SDHC Class 10 Card Slot (card not included), Web Server Built in, OnVIF Profile S, PoE and DC12V, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	MPH2W28TW Spec	0
MEGApix IVA - 8MP Ultra Wide Single Sensor Panoramic							
IP - Camera (Green)	8MP	Pano	Yes	DWC-MBW6Wi2TW	MEGApix IVA 8MP Ultra Wide Angle Pano Bullet, Star-Light Plus, 2.3mm ultra wide lens, 171.8 Image Sensor, Triple Codec (H.265, H.264, MJPEG), T-WDR, 100h Smart IR, T-DN, Smart 3D DNR, AGC, AWB, Two Way Audio, Micro SD/SDHC/SDXC class 10 card slot (card not included), Alarm in, Alarm out, PoE and 12Vdc, OnVIF Profile S, NDA/ATAA Compliant, IP67, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	MBW6Wi2TW Spec	0
Megapix - 5MP Fisheye							
IP - Camera (Red)	5MP	Fisheye	Yes	DWC-PVF5Di1TW	MEGApix IVA Fisheye Indoor/Outdoor Varifocal Dome, Star-Light Plus, 5 Megapixel, 360 and 160-degree Panoramic view with Edge to Edge Clarity, 171.8 Image Sensor, 30fps @ 2592x1944, 1.5mm lens, Multi Codec (H.265, H.264, MJPEG) with Simultaneous Dual Streams, 80h Smart IR, T-WDR with Mechanical IR Cut Filter, TDN, Two Way Audio, Smart DNR 3D Digital Noise Reduction, Auto Gain Control (AGC), Auto White Balance (AWB), Motion Detection, Micro SD/SDHC Class 10 Card Slot (card not included), Web Server Built in, OnVIF Profile S, IP66, IK9, PoE and DC12V, 5 Year Warranty, NOTE: Intelligent Video Analytics Basic Inside.	PVF5Di1TW Spec	0
Megapix IVA - 9MP Fisheye							
MEGApix LPR Series							
MEGApix - 5MP License Plate Recognition Bullet							
IP - Camera (White)	5MP	ANPR	Yes	DWC-XSBA05MIL	MEGApix AI Weatherproof ANPR Bullet, 5 Megapixel 1/2.8 Image Sensor @ 30fps, AI Deep Learning, Captures Vehicles License Plates, 6.50mm Varifocal Motorized Zoom with Autofocus P-lens Lens, 130h Smart IR, Triple Codec (H.265, H.264, MJPEG), Smart DNR, AGC, AWB, Programmable Privacy Zones, Two Way Audio, Alarm Input, Relay Output, Web Server Built in, Cold Start -40F (-40C), Micro SD/SDHC/SDXC Class 10 Card Slot (card not included), OnVIF Profile S, IP67, IK10, PoE - Class 3 and DC12V, NDA, 5 Year Warranty, Captures license plates to 10 75ft.	XSBA05MIL Spec	0
MEGApix CaaS Series - (Camera As A System)							
Megapix CaaS - Bullet - 4MP							
IP - CAAS Camera (Black)	4MP	Bullet	Yes	DWC-MB44WiAWC1T	MEGApix Weather Resistant Bullet, OnVIF Compliant, 3 Megapixel (2560x1440), 30fps, 2.8-12mm Autofocus Varifocal P-lens, 120h Smart IR, lens Dual Codec (H.264, MJPEG) with Dual Stream, 1/3 CMOS Sensor, 4.2X Optical Zoom, True Day and Night, Power over Ethernet (PoE) & DC12V, Two-Way Audio, Local SDHC Card Remote Backup, E-mail Event Notifications, IP66 Certified, Web Server Built-in, WDR (120dB), 3D-DNR (3D Digital Noise Reduction), Programmable Privacy Zones (4) & Motion Detection, 5 Year Warranty, Note: DW Spectrum IPVMS pre loaded, Connect up to 30 CaaS cameras simultaneously in a single system. Built in 1TB memory for local recording.	MB44WiAWC Spec	4
MEGApix Accessories & Mounts							
IP - Camera Accessories	Mount	Junction	Yes	DWC-BLJUNCW	Junction box for bullet cameras - White	BLJUNCW Spec	As needed
IP - Camera Accessories	Mount	Wall	Yes	DWC-MTTWM	Wall mount for varifocal turret cameras	MTTWM Spec	As needed

IP - Camera Accessories	Mount	Wall	Yes	DWC-MTTVM2	Wall Mount for MTT vertical lens camera	MTTVM2 Spec	As needed
IP - Camera Accessories	Mount	Ceiling	Yes	DWC-MT9CMJ	Ceiling mount and junction box	MT9CMJ Spec	As needed
IP - Camera Accessories	Mount	Ceiling	Yes	DWC-MT9CMJ2	Ceiling mount and junction box	MT9CMJ2 Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-MT9JUNC	Junction box	MT9JUNC Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-VFJUNCW	Junction box - white	VFJUNCW Spec	As needed
IP - Camera Accessories	Mount	Junction	Yes	DWC-MT9JUNC2	Junction box	MT9JUNC2 Spec	As needed
Network Video Recorders (NVR's)							
Blackjack DX1							
IP - NVR	DX Series	8TB	Yes	DW-BJDX3108	Blackjack DX3 NVR Powered by DW Spectrum IPVMS. 4 camera licenses pre-installed. 8TB. 180 Days of recording throughout. 1x True HD. 1x DP. Windows 10 OS. 3 Processor, Dual Network Card, On/Off compliant. Graphic System Health Monitor for hardware performance. True Enterprise Scalability, Automatic Camera Detection, Local Color Display, Fully Customizable Layouts, Easy Drag and Drop Camera Management and Recording, E-Mapping, Advanced Motion Masking and Sensitivity Settings, NOAA, TAA. Keyboard and Mouse Included. 3 Year Limited Warranty		0
DW Spectrum IPVMS							
DW Spectrum IPVMS License							
DW SPECTRUM	License	10ch	Yes	DW-SPECTRUM.LSC010	10ch (10) DW Spectrum IPVMS License / No Annual Renewal, No Upgrade Required	dwpectrum	0

NOTES

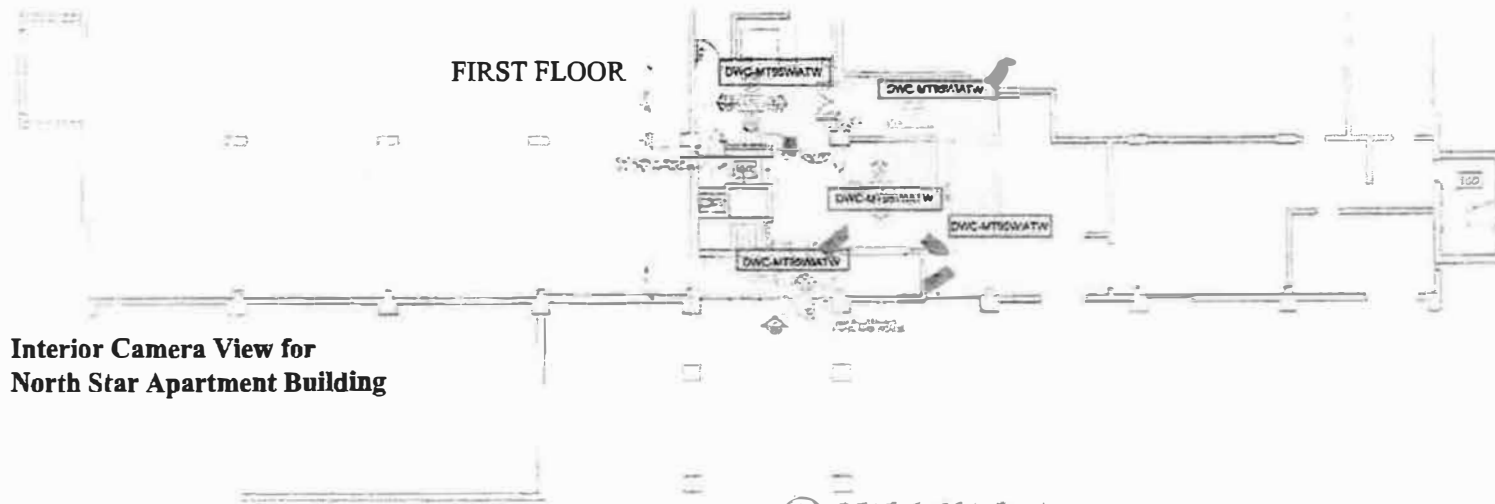
All required cameras and hardware to be supplied by installer.

All measurements to be verified by installer for proper product selection.

All required line voltage power to be supplied by installer.

It is the responsibility of the installer to test all existing wiring. If existing wiring is found to be faulty it must be replaced. All POE switches shall have surge protectors.

EXHIBIT F-1



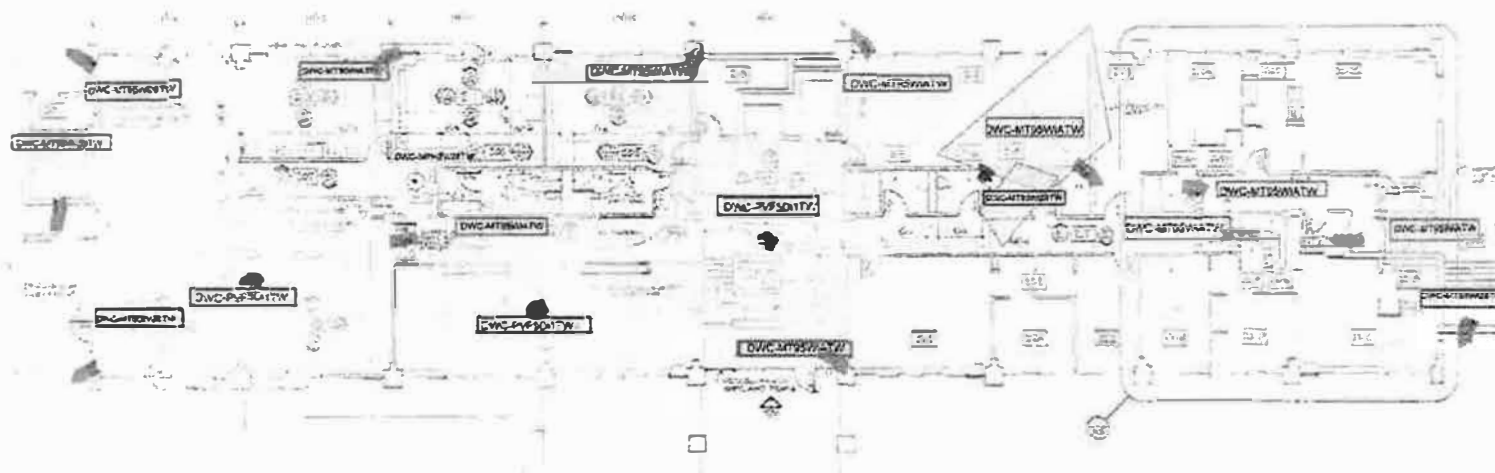
FIRST FLOOR

**Interior Camera View for
North Star Apartment Building**

KEY

- Purple=DXC-MT95Wi28TW
- Red=DWC-PVF5Di1TW
- Orange=DWC-MT95WiATW

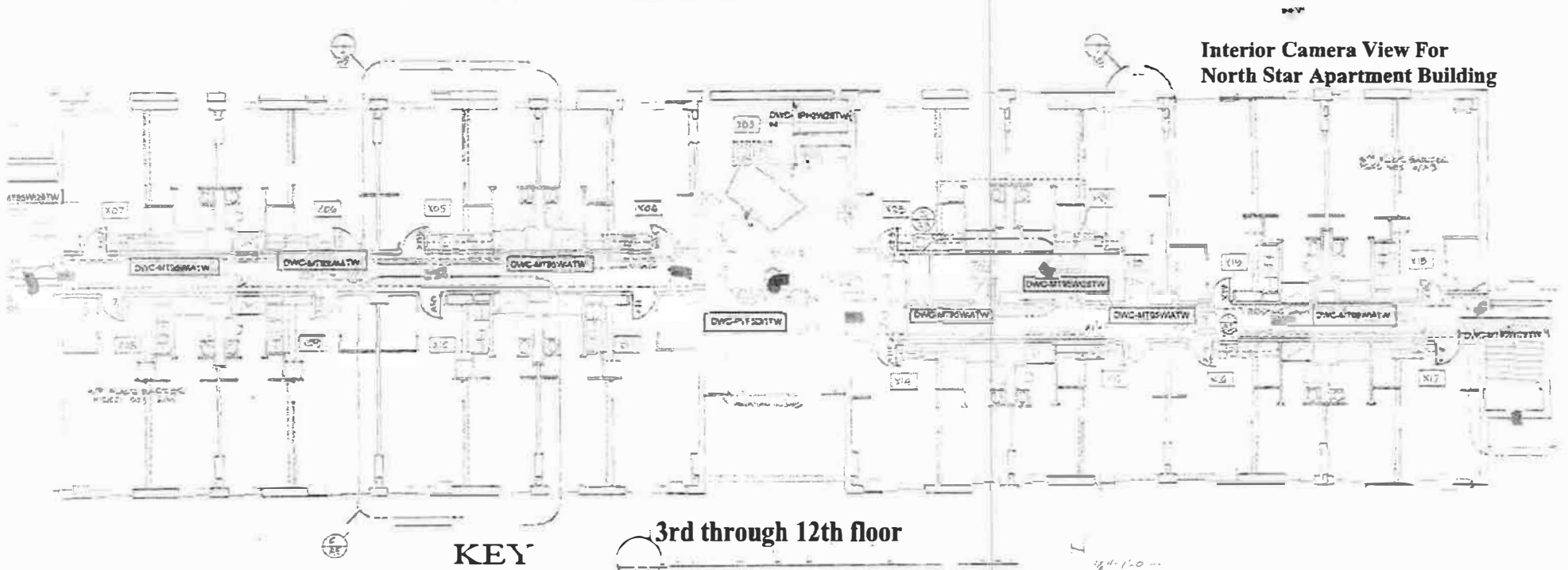
Contractor must attend a pre-construction walk-through with Brainerd HRA "On Site" to verify the exact positioning of each camera.



SECOND FLOOR

EXHIBIT F-2

**Interior Camera View For
North Star Apartment Building**



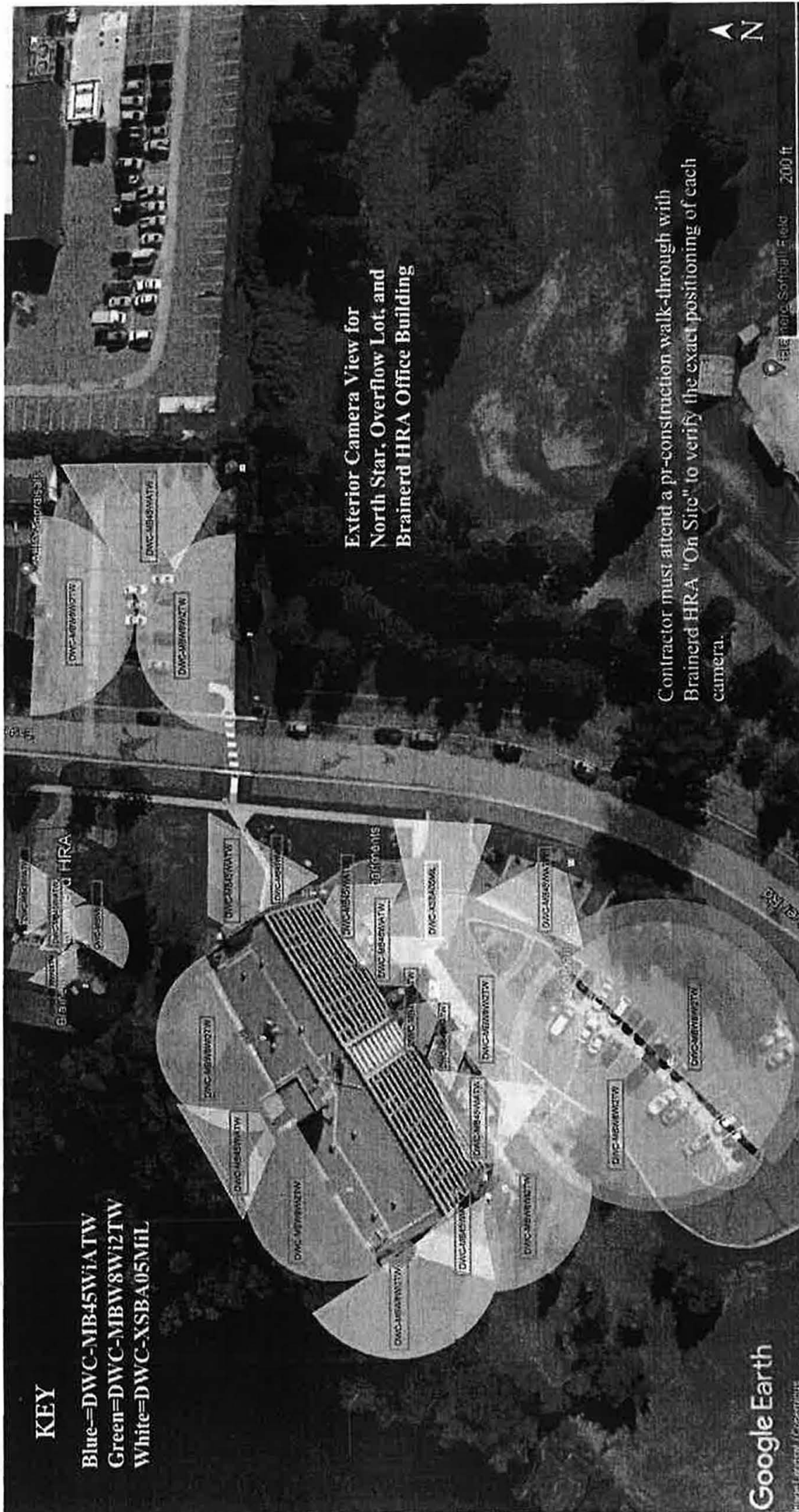
- KEY**
- Purple DXC-MT95Wi28TW
 - Red DWC-PVF5Di1TW
 - Orange DXC-MT95WiATW
 - Yellow DWC-MPH2W28TW

3rd through 12th floor

NOTES:
 ROOM NO. PREPARED BY: X → APPLY TO FLOORS 3 THRU 12
 ROOM NO. PREPARED BY: Y → APPLY TO FLOORS 3 AND 7 THRU 12
 ROOM NO. PREPARED BY: E → APPLY TO FLOORS 3 AND 6

Contractor must attend a preconstruction walkthrough with Brainerd HRA "On Site" to verify the exact positioning of each camera.

EXHIBIT F-3



KEY

- Blue=DWC-MB45W1A TW
- Green=DWC-MBW8W12TW
- White=DWC-XSBA05MIL

**Exterior Camera View for
North Star, Overflow Lot, and
Brainerd HRA Office Building**

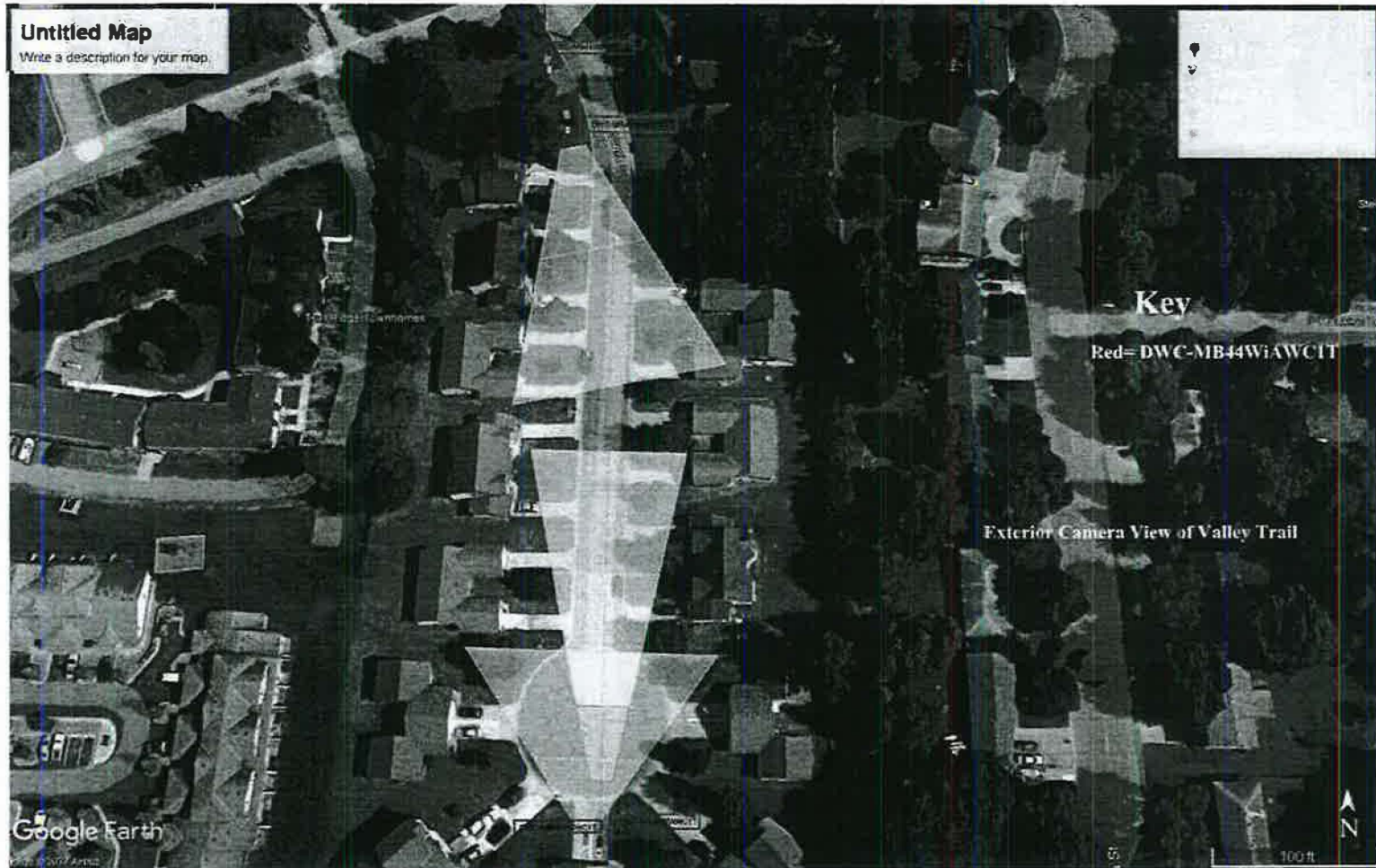
Contractor must attend a pre-construction walk-through with Brainerd HRA "On Site" to verify the exact positioning of each camera.

Google Earth

© 2023 Google

200 ft

EXHIBIT F-4



Contractor must attend a pre-construction walk-through with Brainerd HRA "On Site" to verify the exact positioning of each camera.

"General Decision Number: MN20230002 01/06/2023

Superseded General Decision Number: MN20220002

State: Minnesota

Construction Type: Residential

Counties: Aitkin and Crow Wing Counties in Minnesota.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	
	The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.	

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	
	The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

SUMN1990-007 01/31/1990

	Rates	Fringes
Bricklayer/Blocklayer.....	\$ 11.46 **	1.61
CARPENTER.....	\$ 11.64 **	1.20
DRYWALL HANGER.....	\$ 10.40 **	
Drywall taper.....	\$ 10.58 **	
ELECTRICIAN.....	\$ 14.59 **	4.16
LABORER.....	\$ 7.25 **	
PAINTER.....	\$ 8.00 **	
PLUMBER.....	\$ 13.82 **	2.03
ROOFER.....	\$ 11.65 **	1.20

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

"General Decision Number: MN20230105 10/13/2023

Superseded General Decision Number: MN20220105

State: Minnesota

Construction Type: Building

Counties: Crow Wing, Kittson, Lake of the Woods, Mahnomon, Marshall, Norman, Red Lake, Roseau, Traverse, Wadena and Wilkin Counties in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
---	---

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
---	--

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023
2	04/14/2023
3	05/19/2023
4	06/16/2023
5	08/18/2023
6	10/13/2023

ASBE0034-001 06/12/2023

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 41.50	39.42
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BOIL0647-008 04/01/2021

Rates	Fringes
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BOILERMAKER.....	\$ 40.94	28.44
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BRMN0001-014 05/02/2022

Rates	Fringes
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BRICKLAYER.....	\$ 37.92	25.52
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CARP0068-009 05/02/2022

Rates	Fringes
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SOFT FLOOR LAYER.....	\$ 35.83	22.65
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* CARP1934-003 05/01/2023

Rates	Fringes
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CARPENTER (Includes Drywall Hanging, and Form Work, and Excludes Soft Floor Layer).....	\$ 29.84	23.76
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ENGI0049-002 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 44.91	25.20
Crane.....	\$ 47.35	25.20
Forklift.....	\$ 44.91	25.20
Oiler.....	\$ 42.06	25.20

IRON0512-024 04/30/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 43.00	34.11

LABO0563-053 06/01/2023

	Rates	Fringes
LABORER (ASBESTOS ABATEMENT (Removal from Ceilings, Floors, and Walls)).....		
	\$ 37.63	23.36

PAIN0681-006 05/01/2023

	Rates	Fringes
PAINTER (Spray).....	\$ 33.78	23.39

PAIN1324-002 02/26/2018

	Rates	Fringes
GLAZIER.....	\$ 30.43	14.90

* PLAS0633-009 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.97	20.75

PLUM0539-006 05/01/2021

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 38.72	32.70

ROOF0096-020 06/01/2022

	Rates	Fringes
ROOFER.....	\$ 37.51	20.63

SFMN0669-004 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.02	26.09

SHEE0010-048 04/04/2020

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation).....	\$ 39.59	25.32

* UAVG-MN-0003 01/01/2023

	Rates	Fringes
LABORER: Pipelayer.....	\$ 34.90	20.74

* UAVG-MN-0004 01/01/2023

	Rates	Fringes
OPERATOR: Loader.....	\$ 37.00	23.47

* UAVG-MN-0006 01/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 35.60	24.83
PAINTER (Brush and Roller).....	\$ 37.57	24.45

SUMN2015-040 06/22/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 27.76	16.96
HVAC MECHANIC (Installation of HVAC Duct and Unit).....	\$ 27.29	15.19
IRONWORKER, STRUCTURAL.....	\$ 31.61	22.85
LABORER: Common or General.....	\$ 21.40	14.51
LABORER: Mason Tender - Brick...\$	23.25	15.77
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 25.22	8.59
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 27.95	15.82

PLUMBER.....	\$ 27.95	15.82
TILE SETTER.....	\$ 24.38	12.63

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

”

General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 For Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

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

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the **Disputes** clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

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

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

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

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

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

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

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

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.