

Scott County
Community Development Agency

323 South Naumkeag Street
Shakopee, MN 55379-1652

Phone: 952.402.9022
Fax: 952.496.2852

June 1, 2017

RE: 14- 2017 Cameras Rural Development Britland and Belle Haven Apartments.

TO WHOM IT MAY CONCERN:

The Scott County Community Development Agency (SCCDA) is seeking proposals from contractors to install security cameras for its affordable housing units in Belle Plaine and Jordan. Enclosed please find a Request for Proposal package for contract work being awarded by the Scott County CDA. Please read each document carefully.

Proposals must be received at the Scott County CDA office by 10:00 A.M. on Thursday, June 29th, 2017. To be considered a valid quote, proposals must be submitted on the form provided, which includes complete work specifications, and must include a completed SCCDA-01 Contractor Compliance Form, and completed Proposal Package. Bids must be submitted in a sealed envelope and addressed as follows:

Scott County CDA
323 So. Naumkeag Street
Shakopee, MN 55379

**Camera Rural Development 14-2017
DO NOT OPEN**

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

Beginning January 1, 2017, Scott County CDA will become exempt from paying sales tax on purchases of goods and services.

The local government exemption became effective for cities and counties on January 1, 2014 under Minnesota Statute 297A.70. This is being expanded on January 1, 2017 to include special districts (CDA) as defined under section M.S. 6.465

A Bid Bond equal to 5% of your proposed bid must accompany bids in excess of \$75,000. In addition, a performance bond will be required of the selected contractor if the job is in excess of \$75,000. The following insurance requirements apply:

1. Workers Compensation insurance coverage per MN Statutes. In addition, general contractor must provide proof of insurance, whether or not the owners are covered or there are any employees.
2. Commercial General Liability insurance of not less than \$1,000,000.
The Scott County CDA shall be an additional name insured on the prime contractor's insurance policy.
3. Automobile Liability insurance of not less than \$1,000,000.

Each proposal will be evaluated by a committee of SCCDA staff and scored according to criteria detailed in the RFP. No bid may be withdrawn within forty-five (45) days after the opening of bids. The Scott County CDA reserves the right not to award contract for work.

If you have any questions about the bidding requirements or project specifications, please contact Steve Schmidt at (952) 402-9022. Bids that are received after the due date and time will not be accepted and will be returned to vendor unopened, so please allow enough time if mailing your bid. **All bid documents may be downloaded from our website at www.scottcda.org under Doing Business/Open Bids/RFPs.**

Respectfully,



Steve Schmidt
Housing Rehabilitation Coordinator

Enclosures:

The following enclosures are a binding part of this request:

- Bidding and Contract Requirements
- Attachment "A" Bid Form
- Camera RFP
- General Requirements: Summary of Work
- Contract and Compliance
- Attachment "B" Building Sketches
- Sample of Rehab Agreement
- Sample of Purchasing Agent Agreement

BIDDING AND CONTRACT REQUIREMENTS

Instructions to Bidders

1. INSTRUCTIONS TO BIDDERS

- A. Contractor's proposal for Belle Haven Apartments and Britland Apartments located at:

415 Meridian Street South and 400 Chestnut Street South, Belle Plaine, MN 56011 and 125, 129, 133 Chad Circle, Jordan MN will be received until **10:00 a.m. on Thursday, June 29th, 2017** at the office of Scott County Community Development Agency (CDA), 323 South Naumkeag Street, Shakopee, MN 55379, in accordance with the project scope and specifications.

- B. Bidders may obtain a full set of bidding documents by contacting **Steve Schmidt at Scott County CDA, 952-402-9022.**
- C. All bidders shall examine all documents and shall visit the project site informing themselves of all existing conditions under which the work is to be performed. Bidders must make prior arrangements with Scott County CDA and shall neither request nor accept access from any resident to an occupied unit. Bidders shall record their own investigations relative to the structure of the grounds, existing buildings, obstacles that may be encountered, and any other relevant matters which may affect the work or bidding. All bidders shall base their bids strictly on conditions and **approved materials**, complying with the project scope and specifications.
- D. Certain processes, types of equipment, or kinds of materials are described in the specifications. In each instance where this occurs, it is understood and inferred that such description is followed by the words, "or approved equal".

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

Bids submitted with substitutions not approved by the CDA or bids not complying with the specifications will be rejected.

- E. **Bidders shall submit their proposal executed on the forms provided to bidders in strict accordance with the instructions to bidders, with all cost items and alternates filled in, in ink or typewriter; incomplete bids will be rejected.** No special conditions or contingencies shall be added to the proposal form by a bidder. Proposals shall be signed by the individual if submitted by a sole owner, and all co-partners if submitted by a partnership. Proposals submitted by corporations shall state the correct corporate name and the state of incorporation, with the signature of an officer of the corporation authorized to bind the corporation to a contract.

F. All proposals over \$75,000 must be accompanied by a bid bond, cashier's check or certified check in an amount equal to five percent (5%) of the amount of the base bid, excluding any CDA listed alternatives, payable to CDA as a guarantee of prompt execution of the contract, in accordance with the proposal and contract documents. The successful bidder will furnish a bond acceptable to the CDA covering performance and payment within ten (10) days of award of contract. In the event the successful bidder does not enter into a contract, his bond or check will be forfeited to the owner in full amount as liquidated damages. Proposals may not be withdrawn within forty-five (45) days after the scheduled bid opening without the consent of the owner.

G. Proposals shall be submitted in a white sealed envelope addressed as follows:
Proposal for:

Scott County CDA
323 So. Naumkeag Street
Shakopee, MN 55379
Attn: Steve Schmidt

**Camera Rural Development 14-2017
Sealed Bid
DO NOT OPEN**

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

General Conditions

1. GENERAL CONDITIONS

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

Project Managing:

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

B. SUBMITTALS

1. **Submittals for Bidding:**

- a. Bid Security in the form of a bid bond or certified check in an amount equal to five percent (5%) of the amount of the proposal for all projects \$75,000 and over.
- b. CDA Bid Form.
- c. CDA Contractor Compliance Form
- d. Acknowledged Addendums.

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

- a. Insurance: Insurance certificate and policies from the General and all Subcontractors (General Contractors to list the CDA as an additional insured).
- b. Bonding: Performance and payment bond for projects \$75,000 and over.
- c. Employee & Subcontractor / Independent Contractor List.
- d. Material and Supplier List
- e. Project start letter & progress schedule: Contractor shall provide the CDA with a project start up letter listing the date that the project will begin. Contractor shall also submit a progress schedule prior to commencement of the work. Provide updated schedule to the CDA as necessary to reflect current work status. Show completion of the work sufficiently in advance of the date established for substantial completion.

3. **Submittals for Project Close Out**

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

C. PAYMENT AND COMPLETION

1. The Owner will retain up to ten (10%) percent of the Contract amount after Substantial Completion until final submittals are delivered to the CDA.
2. All invoices submitted for payment to the CDA will be processed within **30 days** as long as all necessary documentation are provided per the Submittals for Project Close Out and as follows.
3. The Contractor shall submit a partial paid and final "Paid in Full" lien waiver for each subcontractor and material payment.
4. The Contractor and each subcontractor shall submit with the final application for payment an IC-134, Withholding Affidavit for Contractors.

D. SALES TAX FOR CONSTRUCTION PROJECTS OF LOW INCOME HOUSING

1. The Scott County CDA construction alterations and rehab projects for low-income housing qualifies for a sales tax exemption. The Minnesota legislation has determined that this is **an upfront exemption**. The contractor may buy the materials tax exempt if the exempt organization designates the contractor as its purchasing agent and the contractor has a fully-executed written contract (signed and dated) prior to the purchase of the material.

E. LIQUIDATED DAMAGES:

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

F. CHANGES IN THE WORK:

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

G. INSURANCE:

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

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

H. FAIR HOUSING POLICY AND INDEMNIFICATION

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

I. CLEANING

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

END OF DIVISION

Attachment A
Pricing Bid Form
Camera Rural Development - 2017
Britland Apartments, Jordan
Belle Haven Apartments, Belle Plaine

COMPANY NAME _____

1. The undersigned, having carefully examined the Bidding Document prepared by the SCCDA, hereby proposes, and if this proposal is accepted, agrees to enter into a contract with SCCDA to furnish all material (**do not include sales tax, the SCCDA is tax exempt**), labor, skill, tools and equipment for the **Camera Rural Development-2017**. All work shall be in strict accordance with the plans, specifications, requirements, and instructions, for the following sum:

2. **Bid Cost of the Camera System work for Britland Apartments for the sum of:**

_____ Dollars \$ _____

Please attach a detailed proposal that describes the system that you are proposing including but not limited to a description of equipment, number and location of cameras, building map, and ability to add new sites in the future.

3. **Bid Cost of the Camera System work for Belle Haven Apartments for the sum of:**

_____ Dollars \$ _____

Please attach a detailed proposal that describes the system that you are proposing including but not limited to a description of equipment, number and location of cameras, building map, and ability to add new sites in the future.

4. **NOTE: BID SECURITY/PERFORMANCE BOND ONLY APPLICABLE FOR BIDS OF \$75,000 OR MORE.**

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

that bid proposal will be promptly returned upon the rejection of this proposal or the signing of a contract and furnishing of the bond.

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

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

The undersigned does declare that this proposal is made without improper connection with any other person making a proposal on this work, and is in all respects fair and without collusion or fraud. It is understood that this proposal cannot be withdrawn within forty-five (45) days without the consent of SCCDA and that the said owner has the right to accept or reject any or all proposals and to waive any informalities in the bidding.

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

Signature: _____

Date: _____

Legal name of person, firm or corporation

Company: _____

Organized with laws of State of _____

By (Print): _____

Title: _____

Address: _____

Zip: _____

Phone: _____ Fax: _____

Cell: _____

Email: _____

Request For Proposal
Camera Rural Development 14- 2017

Issued by:
Scott County Community Development Agency
323 South Naumkeag Street
Shakopee, MN 55379
952-402-9022 phone
952-496-2852 fax

Issued: **5/31/17**

CDA Contact:
Steve Schmidt
Housing Rehab Coordinator

Requests for Proposals:

The Scott County CDA requests a written Proposal for services related to installing a camera system at our Britland and Belle Haven Apartments.

A required Prebid meeting shall be held on Thursday, June 15, 2017 at 1PM at the Britland Apartments and continuing onto Belle Haven Apartments. Attendance to this pre bid meeting is required. Bids from non-attendees will be disqualified.

Please provide a complete Proposal package and return to the above address **no later than 10:00 am on Thursday, June 29th, 2017.** By submitting a proposal to the SCCDA for this RFP, you are agreeing to all of the terms outlined in this RFP document.

Submittals:

1. Proposal Evaluation Criteria (See page 2)
 - a. Experience (45 points)
 - b. Business Capabilities (30 points)
 - c. Attachment A: Pricing forms (25 points)
 - i. Pricing sheet to indicate recommended unit and cost.
2. Executed SCCDA-01: Contractors Compliance Form.

Please submit proposals to:
Scott County CDA
Attn: Steve Schmidt
323 S. Naumkeag Street
Shakopee, MN 55379

Please mark “**Camera Rural Development – RFP - 2017**” on your package.

If proposals are submitted by mail, the bidder is responsible for mailing proposals sufficiently in advance to be received prior to the specified time for receiving such proposals. All proposals must be date and time stamped by our office.

Evaluation Criteria

The SCCDA reserves the exclusive right to select or reject the firm(s) that it deems to be in the best interest to accomplish the work specified herein. The selection committee will review and evaluate the written responses to the RFP. Firms making proposals must respond in writing to all requirements of this RFP.

1. **Experience (45 points):** Describe your experience in working on HRA/CDA type of properties and other relevant experience working on rental units. Include at least three references from contract work of similar size. Include location of projects, contact name, address, telephone number, and number of units.
2. **Business Capabilities (30 points):** Provide a brief history of your firm, staff size and experience. Describe your company's ownership and employee structure. Provide proof of licensure and insurance. Include information regarding the business structure and financial statements for the most recent fiscal year prepared by a Certified Public Accountant. Supply list (name, address, telephone number, license number where applicable, and type of work) of subcontractors and suppliers to be used for this work.
3. **Cost (25 points):** Please complete Attachment B should specify the system and cost for installation and an overview on the operation of system. All units must meet the required system specifications listed below.

Scope of Work:

1. **Description of current system.**
 - A. Britland Apartments consists of 3-8 unit apartment buildings.
 - B. Belle Haven Apartments consists of 2-16 unit apartment buildings.
 - C. Currently we do not have a camera system in place.
 - D. The room where equipment to be located is **NOT** climate controlled
2. **Areas to be covered (see attachment B and C)**
 - A. 1st Floor Entries
 - B. Mailrooms
 - C. Patio\Parking Lot
 - D. Dumpster areas
 - E. Back door entrances
 - F. Playground

GENERAL REQUIREMENTS

SUMMARY OF WORK

PART 1 – GENERAL REQUIREMENTS

1.1 SCOPE OF WORK:

Camera – Rural Development 14-2017

A. SITE LOCATION:

1. Britland Apartments 125,129,133 Chad Circle Jordan MN
2. Belle Haven Apartments 400 S. Chestnut & 415 S. Meridian Belle Plaine MN

1.2 TIME FRAMES:

- A. **Bids Due: by 10:00 a.m. Thursday, June 29, 2017 at the office of the Scott County CDA.**
- B. Project to start (materials ordered) immediately upon owner's approval.

1.3 SCHEDULING and PROJECT COORDINATION:

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

1.4 SITE INFORMATION

- A. Prior Manor is a 40 unit apartment building.
- B. **The work will be performed to provide the least disruption and interference to the activities of the residences in the units. All grounds must be cleaned and kept safe daily for tenants.**

1.5 ACCESS TO UNITS

- A. Contractor will be required to submit a list of employees for approval to work on this project. Workers may be subject to a background check prior to approval.
- B. **For bidding this project a pre-bid inspection is required.**
 1. **A required pre-bid walk through has been scheduled on-site for Thursday, June 15th, 2017 @ 1:00 p.m. at Britland Apartments, Jordan, MN and then proceeding to the Belle Haven apartments in Belle Plaine.**

DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading

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

1.7 CONFORMANCE TO DESIGN REQUIREMENTS

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

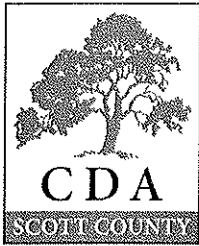
1.8 PRECONSTRUCTION MEETING

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

1.9 MISCELLANEOUS CONTRACTOR REQUIREMENTS

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

END OF SECTION



Scott County
Community Development Agency

323 South Naumkeag Street
Shakopee, MN 55379-1652

Phone: 952.402.9022
Fax: 952.496.2852

SCCDA-01

CONTRACTOR COMPLIANCE FORM

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

Project Address: 415 Meridian Street South and 400 Chestnut Street South, Belle Plaine, MN and 125, 129, 133 Chad Circle Jordan, MN

SECTION I. CONTRACTOR INFORMATION

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

If Minority Employees enter Racial/Ethnic Code from below:

Code: _____
Number : _____

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

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

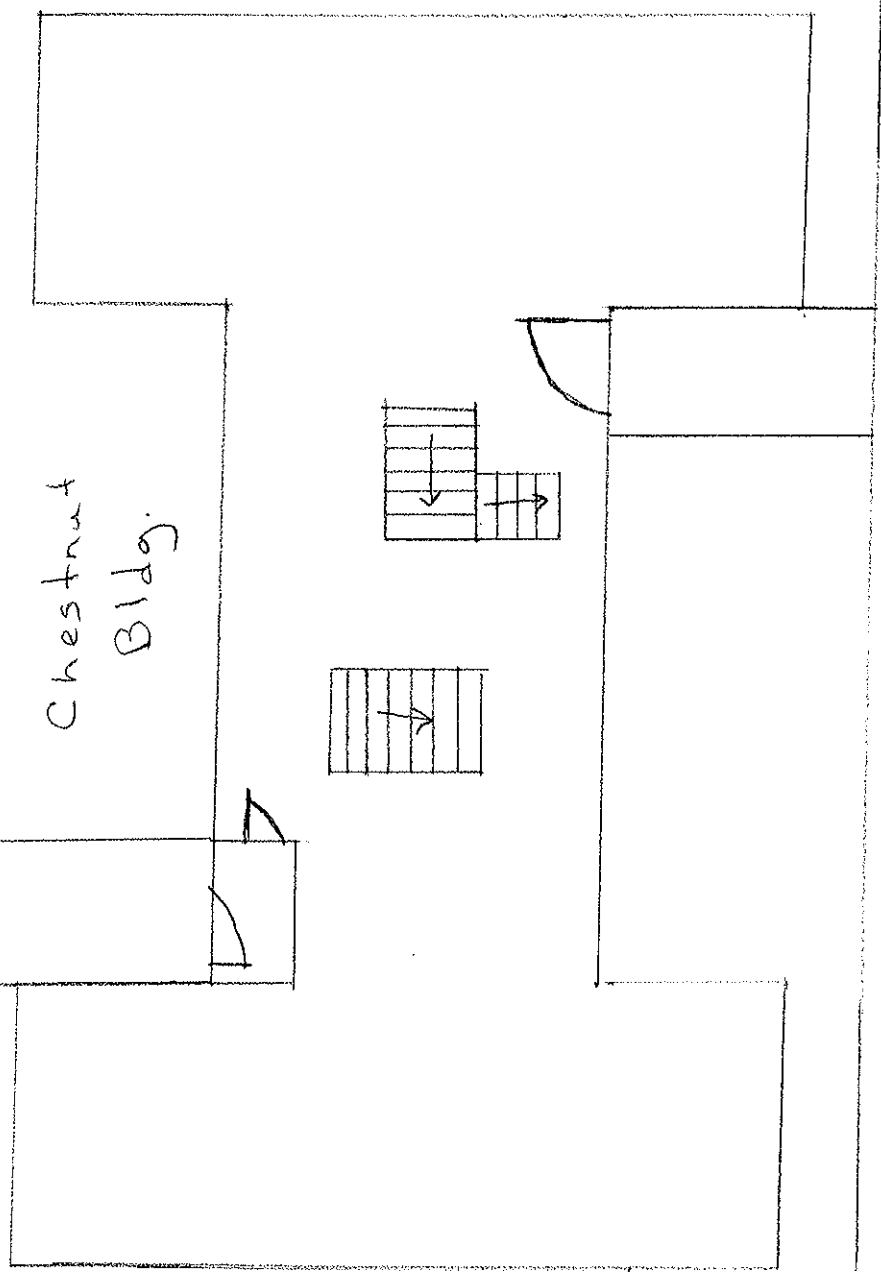
- 9. Number of employees to be hired for this contract: _____
- 10. Number of Low-Income Project Area Residents (L.I.P.A.R.) to be hired for this contract: _____

Racial/Ethnic Codes		
1. White	3. American Indian or Alaskan Native	5. Native Hawaiian or Pacific Islander
2. Black/African American	4. Asian	6. Hispanic or Latino

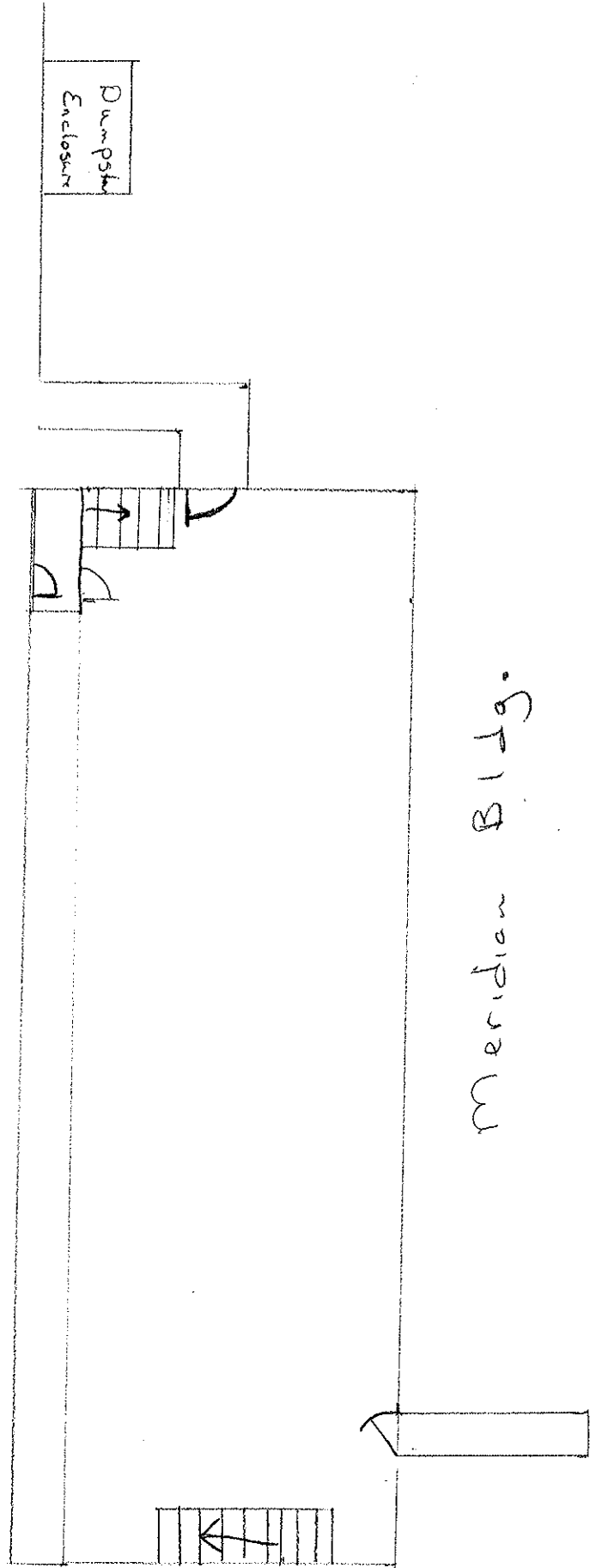
I hereby certify that it is the policy of the undersigned to comply with all existing laws prohibiting discrimination in all aspects of employment due to race, color, creed, sex, age, religion, national origin, marital status, receipt of public assistance or disability.

General Contractor/Subcontractor Signature _____
Date

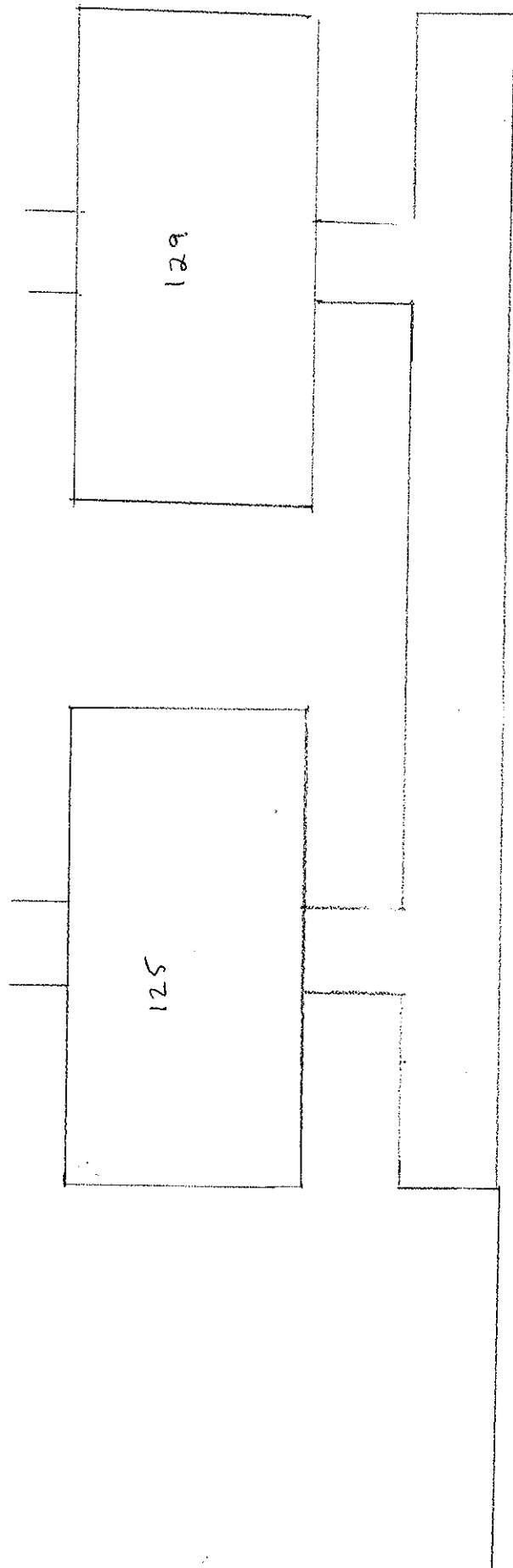
The Scott County Housing and Redevelopment Authority does not discriminate on the basis of race, color, creed, national origin, sex, religion, disability, marital status, status with regard to public assistance, sexual orientation or familial status, in the employment and/or the provision of services.



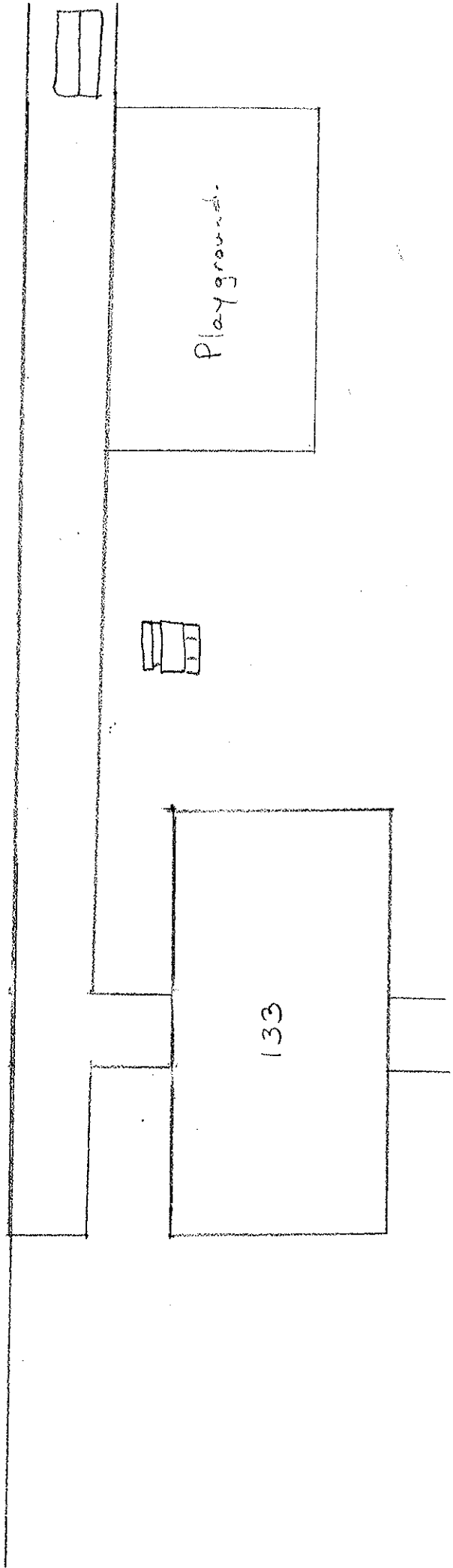
Not to
Scale.
Just used
for
Camera
Locations.
Attachment
"B"

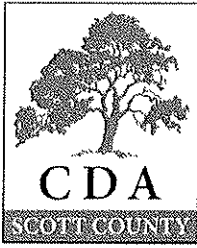


Meridian Bldg.



Dumpster
Area





Scott County
Community Development Agency

323 South Naumkeag Street
Shakopee, MN 55379-1652

Phone: 952.402.9022
Fax: 952.496.2852

REHAB AGREEMENT

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

WITNESSETH:

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

incorporated into the Project, as partial lien releases in a form acceptable to SCCDA for all labor and material supplies.

- (b) Ten percent (10%) retainage shall be withheld from the amount otherwise due on each invoice, and paid as part of final payment.
- (c) Final payment shall be made to Contractor upon: (1) Contractor's completion of Work and its acceptance by SCCDA; (2) delivery by Contractor to SCCDA of final lien releases for itself, its subcontractors, material suppliers, and any other person or entity supplying labor or material to the Project; and (3) delivery by Contractor of documentation indicating compliance with all the requirements contained in Minn. Stat. § 290.92 regarding the withholding of taxes and wages.

6. **Contractor's Obligations.** Contractor shall supervise and direct the Work. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Unless otherwise specifically noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work. Contractor shall take all steps reasonably necessary to ensure the safety of persons and property in connection with the performance of the Work. Contractor shall secure all permits, fees, and licenses necessary for the execution of the Work. Contractor will keep the property free from unreasonable accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor will remove all of its waste materials and rubbish from the Project as well as its tools, construction equipment, machinery, and surplus materials and shall clean all glass surfaces and leave the Work "broom clean."

7. **Compliance with Laws.** Contractor will comply with all applicable federal and state laws, codes, regulations municipal ordinances and regulations and will pay all costs, expenses, fees and taxes connected with such compliance, including sales and use taxes, and will also pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and will furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing, and will hold SCCDA harmless from any and all losses or damage occasioned by the failure of Contractor to comply with the terms of this paragraph.

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

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

- (d) The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 through 12213, as applicable,
- (e) All applicable federal and state labor standards laws, including but not limited to labor standards and prevailing wage rates mandated by the “Davis-Bacon” Act and related acts; and
- (f) All applicable Federal Housing & Redevelopment Authority (“HUD”) requirements, including the requirements identified on forms HUD 5369, 5369-A and 5370-EZ.
- (g) All applicable Minnesota Housing Financing Agency (MHFA) requirements, including the requirements identified in the MHFA Rental Housing Design/Construction Standards manual revised April 2014.

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

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

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

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

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

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

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Contract shall be governed in accordance with the laws of the state of Minnesota.

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

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

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

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

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

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

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

20. **Lien Free Project:** Contractor shall ensure that the Project remains free and clear of all claims, encumbrances and liens for labor, services and materials. If Contractor fails to pay for any labor, services or materials purchased for or used in the Work, SCCDA may, at its sole option, pay such claims and deduct the amount paid from any amount otherwise owing Contractor. In the event any suit is filed against SCCDA, asserting a claim or lien for labor, services, or materials purchased for or used in the Work, Contractor, at its own sole cost and expense, including attorneys' fees, will defend such suit and pay any judgment rendered therein.
21. **Successors and Assigns.** Contractor will not assign all or part of this Contract without the express written consent of SCCDA. This Contract is for the benefit of, and also binds, Contractor's and SCCDA's respective successors and assigns.
22. **Miscellaneous.**
- (a) SCCDA shall not be responsible for delays in performance due to "acts of God," Force Majeure, war, government interference or other causes beyond its reasonable control.
 - (b) A waiver of any breach of this Contract is not a waiver of any continuing or subsequent breach. A waiver must be written and signed by the party against whom enforcement of the waiver is sought.
 - (c) If any provision of this Contract, in whole or in part, is illegal or unenforceable, it will be severed and the balance of the Contract enforced.
 - (d) The remedies in this Contract are exclusive, and all other remedies, warranties, conditions or other obligations (whether implied by law, fact, custom, trade, or course of dealing) are expressly excluded.

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

SCCDA

Contractor

By _____

By _____

Its _____

Its _____

Dated: _____

Dated: _____

PURCHASING AGENT AGREEMENT

THIS AGREEMENT is made by and between _____ (“Agent”) and the Scott County Community Development Agency (“Owner”), a Minnesota special district generally exempt from paying state sales and use tax under Minn. Stat. § 6.465; and

WHEREAS, Owner is undertaking the construction on its property of certain improvements generally described as _____ (“the Project”); and

WHEREAS, Owner wishes to purchase on its own account materials, supplies and equipment for the Project (collectively “Tax-Exempt Materials”) as described in Exhibit A, attached hereto; and

WHEREAS, Owner has solicited separate bids for the Tax-Exempt Materials, the award of which was not contingent upon the successful award of any other part of the Project; and

WHEREAS, Agent is the successful bidder for the Tax-Exempt Materials; and

WHEREAS, Agent desires to act as Owner’s purchasing agent for purposes of acquiring the Tax-Exempt Materials for use exclusively in the Project

IT IS THEREFORE AGREED between the parties hereto that:

1. This Agreement is made with reference to, and where applicable shall be governed by, the specifications and provisions set forth in the Contract Documents as such are defined in the Owner/Contractor Agreement for the Project.

2. Owner appoints Agent to act as its purchasing agent for purchasing the Tax-Exempt Materials, and further authorizes Agent to appoint such subagents as Agent deems appropriate for carrying out the purposes of this Agreement, which subagents shall have similar powers of appointment.

3. It is understood and agreed that: (a) Owner takes title to the Tax-Exempt Materials at the point of delivery; (b) Owner assumes the risk of loss for all Tax-Exempt Materials; and (c) Owner bears all risk for defects in the Tax-Exempt Materials, including Tax-Exempt Materials incorporated into the real estate.

4. Agent (and any subagents) shall include the following Notice to Vendors/Suppliers in all purchase orders and other documents furnished to a vendor or supplier in connection with the purchase of any Tax-Exempt Materials:

NOTICE TO VENDORS/SUPPLIERS

The materials to which this document relates are being purchased by _____ (*name of Agent*) as the purchasing agent of _____ (“the Owner”). It is the Owner’s obligation, not the purchasing agent’s, to pay for the materials. Because the Owner is a special district of Minnesota, this purchase is exempt from sales tax under Minn. Stat. § 6.465.

5. Agent shall exercise reasonable care in performance of its duties as purchasing agent, including the inspection of the Tax-Exempt Materials for obvious or apparent defects or the failure of such materials to conform to the plans, specifications and all Contract Documents relating to the Project.

6. Owner shall pay the sum of _____ for all of the Tax-Exempt Materials purchased by Agent under this Agreement. [Or, Owner shall pay the cost of all Tax-Exempt Materials purchased by Agent under this Agreement, which cost is estimated to be \$ _____ plus a ____% purchasing agent's fee.] [Or, Owner shall pay the cost of all Tax-Exempt Materials purchased by Agent under this Agreement, plus a _____% purchasing agent fee, up to a maximum of \$ _____ including the purchasing agent fee.] Agent shall direct vendors and suppliers to deliver invoices for the Tax-Exempt Materials to Owner in care of Agent at _____ (*Agent's address*). Agent shall submit invoices for payment to Owner, which invoices shall be due and payable upon Owner's receipt of the invoices.

7. Agent shall promptly notify Owner of any sales and use tax audit by the Minnesota commissioner of Revenue or of the threatened imposition or assessment of any sales or use taxes. Owner may, at its sole option and cost, dispute, contest or otherwise resist the imposition or assessment of any such taxes. Upon reasonable notice to Owner, Agent may (but is not obligated to) take such actions as it deems reasonable in response to the threatened imposition or assessment of taxes, which actions shall be deemed to have been taken on Owner's behalf. If any Minnesota sales or use taxes are imposed or assessed with respect to any Tax-Exempt Materials purchased pursuant to this Agreement, Owner shall be solely responsible for the payment of such taxes, including any related penalties and interest, and shall hold Agent harmless and indemnify Agent from any such cost or expense related thereto, including any legal fees and costs incurred by Agent in connection therewith or in connection with the enforcement of this paragraph.

8. The agency relationship created by this Agreement is intended to be in compliance with Minnesota Rule 8130.1200 and its current interpretation by the Minnesota Department of Revenue.

9. The alternative dispute resolution provisions (if any) in the Owner/Contractor Agreement are incorporated herein by reference and are applicable to any dispute between the parties hereto arising out of this Agreement.

10. Owner may terminate this Agreement at any time and for any reason. Upon receiving notice of termination, Agent shall cease making any purchases and shall promptly notify any subagents it has appointed that such appointment has likewise been terminated, that they are to cease initiating any new purchases, and that they are to likewise notify any subagents they have appointed that they are to cease initiating any new purchases. Any purchases that were initiated by Agent or subagent prior to its receiving notice of termination and that cannot be reasonably reversed after it received notice of termination shall be deemed to have been made with authority.

11. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, assigns, and any subagents appointed pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___day of

_____.

OWNER: By: _____

Its: _____

AGENT: By: _____

Its: _____