



Scott County
Community Development Agency

323 South Naumkeag Street
Shakopee, MN 55379-1652

Phone: 952.402.9022
Fax: 952.496.2852

February 7, 2018

RE: Britland/ Roundhouse Street/ Clover Court Bathroom 4-2018

TO WHOM IT MAY CONCERN:

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

A MANDATORY pre-bid visit to the site has been scheduled for Thursday, February 15 at 9:00AM starting at the 125 Chad Circle properties.

Bids must be received at the Scott County CDA office by 1:00 P.M. on Thursday, March 8th, 2018. To be considered a valid bid, proposals must be submitted on the forms provided, which includes complete work specifications, completed SCCDA-01 Contractor Compliance Form, and completed Bid Form. Bids must be submitted in a white, sealed envelope and addressed as follows:

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

**CDA Bathrooms 4-2018
Bid
DO NOT OPEN**

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

A Bid Bond equal to 5% of your proposed bid must accompany bids in excess of \$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.

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 No bid may be withdrawn within forty-five (45) days after the opening of bids.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

If you have any questions about the bidding requirements or project specifications, please contact Steve Schmidt at (952) 402-9022.

Respectfully,

A handwritten signature in cursive script that reads "Steve Schmidt".

Steve Schmidt
Housing Rehabilitation Coordinator

Enclosures:

The following enclosures are a binding part of this request:

- Bidding and Contract Requirements: Instructions to bidders (Division 0)
- General Requirements
- Bid Form
- SCCDA-01 Contractor Compliance Form
- Scope of Work
- Material Info Spreadsheet
- Sample of Rehab Agreement
- Attachment A-Closeout Submittals

BIDDING AND CONTRACT REQUIREMENTS

Instructions to Bidders

1. INSTRUCTIONS TO BIDDERS

- A.** Contractor's proposal for scattered CDA properties located at:

129 Chad Circle, Jordan, MN 55352, 544 & 619 Roundhouse Street and 1228 Clover Court, Shakopee, MN 55379 will be received until **1:00 p.m. on Thursday, March 8, 2018** 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

**CDA Bathrooms 4-2018
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.
- g. Attachment A (Materials and Supplier list, Employee/Subcontractor list and Low-Income Housing Refund Contractors statement)

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 tax exemption. The Minnesota legislation has determined that this is **not an upfront exemption** and that the tax on the construction materials must be paid at the time of purchase. The CDA in turn can file a refund claim for the sales tax paid on qualifying purchases with supporting documentation.

E. LIQUIDATED DAMAGES:

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

F. CHANGES IN THE WORK:

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

G. INSURANCE:

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

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

H. FAIR HOUSING POLICY AND INDEMNIFICATION

1. Contractor acknowledges and understands that Scott County CDA is a housing provider that complies with and operates within the requirements of Federal, State, and local fair housing law. Scott County CDA does not discriminate against any person on the basis of race, color, 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

GENERAL REQUIREMENTS

SUMMARY OF WORK

PART 1 – GENERAL REQUIREMENTS

1.1 SCOPE OF WORK:

Bathroom remodels

A. SITE LOCATION:

**544 & 619 Roundhouse Street and 1228 Clover Court, Shakopee, MN 55379
129 Chad Circle, Jordan, MN 55352**

1.2 TIME FRAMES:

A. Bids Due: by 1 P.M. Thursday, March 8, 2018 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.

B. The work will be performed to provide the least disruption and interference to the activities of tenants in the project area or other residences close by. All egress openings must remain open.

C. Residents must receive forty-eight (48) hour notice by the CDA prior to the start of any on-site construction work. All work schedules must be submitted to the CDA for approval.

1.4 SITE INFORMATION

A. 1 Single family home, 1-8 Unit apartment building and 2 townhomes.

B. The work will be performed to provide the least disruption and interference to the activities of tenants or other residences close by. Contractor must not park in tenants parking spaces.

C. The tenants at Britland only have one bathroom in their unit so at the end of each day they must have a functioning bathroom.

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 walk through is required.

1. A pre-bid walk through has been scheduled for Thursday, February 15, 2018 at 9 A.M. starting at 129 Chad Circle, Jordan, MN 55379 and then proceeding onto 1228 Clove Court, 544 & 619 Roundhouse Street, Shakopee, MN 55379.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading

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

1.7 CONFORMANCE TO DESIGN REQUIREMENTS

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

1.8 PRECONSTRUCTION MEETING

- A. All trades are 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. The project site shall be cleaned at the end of each work day.
- 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

Bid Form

CDA Bathrooms

129 Chad Circle, Jordan, MN
544 & 619 Roundhouse Street Shakopee
1228 Clover Court, Shakopee

COMPANY NAME _____

1. The undersigned, having carefully examined the Bidding Document prepared by the SCCDA, hereby proposes, and if this proposal is accepted, agrees to enter into a contract with SCCDA to furnish all material (**including sales tax**), labor, skill, tools and equipment for the project at **125 Chad Circle, 544 & 619 Roundhouse Street & 1228 Clover Court**. All work shall be in strict accordance with the plans, specifications, requirements, and instructions, for the following sum: (Break down of properties is needed because of different funding sources)

2. **Base Bid Cost of the total work of the Project at 129 Chad Circle for the sum of:**

_____ Dollars

\$ _____

Alternate: Cost of removal and replacement of subfloor: \$ _____ sq.ft.

3. **Base Bid Cost of the total work of the Project at 544 & 619 Roundhouse Street for the sum of:**

_____ Dollars

\$ _____

Alternate: Cost of removal and replacement of subfloor: \$ _____ sq.ft.

4. **Base Bid Cost of the total work of the Project at 1228 Clover Court for the sum of:**

_____ Dollars

\$ _____

Alternate: Cost of removal and replacement of subfloor: \$ _____ sq.ft.

5. **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.

6. Addendum number. _____ 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: _____



Scott County
Community Development Agency

323 South Naumkeag Street
Shakopee, MN 55379-1652

Phone: 952.402.9022
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SCCDA-01

CONTRACTOR COMPLIANCE FORM

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

Project Address: 129 Chad Circle, 544 & 619 Roundhouse Street, 1228 Clover Court

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.

Equal Opportunity Housing and Equal Opportunity Employment

SCOPE OF WORK

PROPERTY LOCATIONS

- A. 129 Chad Circle, Apt. 1-8, Jordan 55352 (hereinafter listed as "A")
- B. 544 & 619 Roundhouse Circle, Shakopee, 55379 (hereinafter listed as "B")
- C. 1228 Clover Court, Shakopee, 55379 (hereinafter listed as "C")

PROJECT SUMMARY

Bathroom remodeling 13 (Thirteen units) as follows:

- A. Main Bathroom
- B. 2nd floor Bathroom
- C. Master bathroom, 3rd floor bathroom and LL bathroom

PART 1 GENERAL

1.01 Work Included

- A. Furnish and install bathroom fixtures and accessories as specified in thirteen (13) bathrooms (Properties A – C).
- B. Furnish and install vinyl planking as specified below
- C. Any touch-up wall/ceiling repair and paint as required resulting from remodeling to be done by contractor (CDA to furnish paint color).

1.02 Warranties

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

PART 2 PRODUCTS

2.01 Materials – Same for all units

For consistency of pricing and quality, all fixtures and materials specified below shall be purchased through HD Supply, Menards, Home Depot (see SKU numbers where listed).

- A. Cabinetry (Bath Vanities and cabinets)
 - 1. Briarwood (All cabinets and components to be pre-finished; stain color selection by CDA, same size and lay-out as existing). (Menards)
- B. Humidity Switch
 - 1. Dew Stop Moisture Switch(Home Depot Model # HS-COO-W7)
- C. Vanity Tops
 - 1. Cultured Marble,(all single top) off white, sized to fit new cabinets, integrated top/sink with backsplash included on all sides where vanity top meets adjoining wall (same as existing).

- D. Vanity lights
 - 1) Racetrack lighting (Chrome) 3 & 4 bulb (3 Bulb HD 514300 4 Bulb HD 324225)
- E. Toilet
 - 1) American Standard Champion 4 White elongated (Home Depot Model # 2586.128ST.020)
- F. Vanity Faucets
 - 1. Windmere (two handle) (HD 400049)
- G. Plumbing Fixtures (Sinks and Toilets)
 - 1. New supply line and shut off valves: braided stainless supply lines with ¼ turn shut off valves.
 - 2. New drain components to include all new drain/waste pipe (Brass drain assembly) (HD 514330)
- H. Bathroom Mirrored Medicine Cabinets
 - 1. 24 " trifold surface mount (HD 404442)
- I. Shower Rod
 - 1. Seasons curved 60" shower rod (HD 404536)
- J. Toilet paper holder
 - 1. Exposed mount (HD 818550)
- K. Towel Bar/Ring
 - 1. Aluminum towel bar/bracket (HD 818340 & 818382)
 - 2. Aluminum towel ring (HD 514698)
- L. Mirror
 - 1. Beveled Mirror 18 x 30 (HD 404473)
 - 2. Beveled Mirror 24 x 36 (HD 737970)
 - 3. Beveled Mirror 36 x 36 (HD 737950)
- M. Bathfan
 - 1. 80 CFM E Star (HD 255703)
- N. Bathtub/Showers, valve, trim kit
 - 1. Sterling 34 X48 Center Drain 4 piece shower (Lowe's 788742)
 - 2. Sterling 4 piece 60 X 30 Tub/shower (Lowe's 625403)
 - 3. Trim Kit (Delta Classic Chrome) (HD 418812)
 - 4. Delta multi choice tub valve (HD 418801)
- O. Flooring (Floors To Go)
 - 1. Congoleum EK-07-6 vinyl planking
- P. Miscellaneous toilet items for remount
 - 1. Waxless wax ring (HD 844970)
 - 2. Mounting kit (HD 569152)
 - 3. Caps (HD 567100)

PART 3 EXECUTION

3.01 Storage of Goods

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

3.02 Inspection

A. Job Conditions

- 1. **Cabinetry, countertops, and specified materials to be purchased through Menards, HD Supply, Home Depot, Lowes. Contractor responsible for verifying sizing of all materials to properly fit existing floor plan (with the exceptions listed below) and to provide cabinet schedule and drawings as well as coordinate all ordering, delivery, and installation in accordance with manufacturer's installation instructions.**

3.03 Demolition

- A. Remove and haul away existing cabinetry, countertops, sinks, etc. as outlined below.
- B. All debris shall be removed from the site in a timely manner and shall not be left around the property or pose any hazard to residents. All scrap from demolition and installation shall be picked up daily and placed in a dumpster or other container and disposed of properly.

3.04 Installation

- A. Use only skilled tradesmen with work done in accordance with specifications and manufacturer's installation instructions. Contractor responsible for coordinating all applicable trades (i.e. plumbing, flooring and electrical) to complete the work.
- B. **NOTE: Contractor responsible for all drywall repair (walls/ceiling) AND painting to match existing surfaces, (Paint color supplied by CDA).**
- C. **Vanities and Countertops (Property A & B & C)**
 - 1. **NOTE:** Duplicate existing vanities floor plans.
 - 2. Remove and haul away existing cabinets and countertops.
 - 3. Use anchoring devices to suit conditions and substrate materials encountered.
 - 4. Set casework items plumb and square, securely anchored to building structure.
 - 5. Countertops shall be installed securely and shall be tight fitting, scribed to the wall with 4" backsplash. Exposed corners to be radius curves.
 - 6. Provide caulking where back splash meets the walls, color to match countertop.
 - 7. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch. Use filler strips not additional overlay trim for this purpose.
 - 8. Replace all vinyl base at toe kicks. Cover any gaps in flooring with vinyl base trim.

9. Contractor responsible for all drywall repair (walls/ceiling) AND painting to match existing surfaces, (Paint color supplied by CDA).

10. Install hardware.

D. Property A - Main (Full) Bathroom

1. Remove and haul away ALL fixtures, medicine cabinet/mirror over vanity
2. Replace the following:
 - tub/shower, valve, ¼ turn shutoffs and faucets, vanity with single sink top, and faucets, toilet, ¼ turn shutoffs for sink and toilet, supply lines, medicine cabinet, all accessories (TP holder, towel bars, shower rod), racetrack light fixture
3. Replace vent fan, add new DEW Stop humidity switch, light switch
4. Replace sheetrock around shower as needed
5. Replace vinyl flooring with vinyl planking according to manufacturer spec

E. Property B – Upstairs (Full) Bathroom

1. Remove and haul away vanity, top and faucets, toilet, tub/shower, toilet, mirror, light fixture
2. Replace the following:
 - tub/shower, shower valve, vanity, faucets, all shut off with ¼ turn valves, supply lines, Medicine cabinets, all accessories (TP holder, towel bars, shower rod) toilets, exhaust Exhaust fan, add Dew Stop humidity switch and new GFCI out and light switch, racetrack Light fixture
3. Replace vinyl flooring with vinyl planking according to manufacturer spec
4. Replace sheetrock around shower stall as needed

F. Property C – Main (Full) Bathroom

1. Remove and haul away vanity, top and faucets, tub/shower, vent fan, light
2. Replace the following:
 - tub/shower, shower valve, vanity, faucets, all shut off with ¼ turn valves, supply lines, Medicine cabinets, all accessories (TP holder, towel bars, shower rod), Exhaust fan, add Dew Stop humidity switch, new GFCI outlet, light switch, racetrack light
3. Replace vinyl flooring with vinyl planking according to manufacturer spec and install new vinyl Base cove
4. Replace sheetrock around shower stall as needed
5. Reset toilet after new flooring is complete using new mounting kit and replace shutoff with new ¼ turn shutoff

G. Property C – Lower level & Master Bath (Boys room)

1. Remove and haul away shower, vanity and top, vent fan, and light fixtures
2. Install new shower and faucets, vanity with top and faucets, toilet, vent fan, racetrack light
3. Replace the following:
 - shower, shower valve, vanity, faucets, all shut off with ¼ turn valves, supply lines, Medicine cabinets, all accessories (TP holder, towel bars, shower rod), Exhaust fan, add Dew Stop humidity switch and new GFCI out and light switch
4. Replace vinyl flooring with vinyl flooring according to manufacturer spec install new vinyl base cove
5. Replace sheetrock around shower stall as needed

H. Electrical (General)

1. Coordinate work with bathroom remodel. Include all repair/rewire to affected circuits as necessary.

3.05 ADJUSTING

- A. Adjust doors, drawers, hardware, fixtures, and other moving or operating parts to function smoothly.

3.06 Protection and Cleaning

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

END OF SCOPE OF WORK

Material Info Sheet

	Med					CDA supply	Shower valve	ft2	toilets	Bath 4 piece	Shower 4 piece	Bath Acc	exhaust fan	Mirrors
Units	Cab	OTS light	Vanity 36"	Vanity 30"	Vanity 24"	Vanity 72"	Heater							
1	1	3 bulb		1			1	25	1	1		1	1	
2							1	25	1	1		1	1	18 x 30
3							1	25	1	1		1	1	
4	1	3 bulb		1			1	25	1	1		1	1	
5								25	1	1		1	1	
6								25	1	1		1	1	
7								25	1	1		1	1	
8	1	3 bulb		1				25	1	1		1	1	
544	1	4 bulb				1	1	50	1	1		1	1	36 x 36
619	1	4 bulb				1	1	50	1	1		1	1	36 x 36
Clover Court														
Boys	1	3 bulb					1	35			1	1	1	24 x 36
Lower level	1	3 bulb					1	35			1	1	1	24 x 36
Hallway	1	4 bulb					1	35			1	1	1	24 x 36

Vanity includes shower valve included

Sink

valve

Bath acc includes

tp

Toilets includes

new 1/4 turn shutoffs

1/4 turn shutoffs
drain assembly

Towel bar (1) and towel ring (1)
shower rod

wax ring
supply lines

faucet
cabinet

Flooring includes
base

Exhaust fan includes
fan

flooring
transition strip

dew stop switch
new GFCI

CDA to supply light bulbs
CDA to supply paint for bathrooms

New light switch



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 6th day of October, 2014
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.

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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 made 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: _____

MATERIALS AND SUPPLIER LIST

GENERAL CONTRACTOR: _____

PROJECT # _____ PROJECT ADDRESS: _____

List below all primary vendor names, invoice #'s and date, a description of the items purchased, purchase price and amount of tax paid.

VENDOR	INVOICE # AND DATE	PURCHASE PRICE	AMOUNT OF TAX PAID

I (WE) DECLARE UNDER THE PENALTIES OF CRIMINAL LIABILITY FOR WILLFULLY MAKING A FALSE CLAIM THAT THIS STATEMENTS HAS BEEN EXAMINED, AND, TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF, IS TRUE AND COMPLETE.

Name: _____ Title: _____

Signature: _____ Date: _____

**EMPLOYEE & SUBCONTRACTOR /
INDEPENDENT CONTRACTOR LIST**

GENERAL CONTRACTOR: _____

PROJECT # _____ **PROJECT ADDRESS:** _____

List below all employees, subcontractors, and independent contractors who will be involved in this project. List the contract amounts for all subcontractors and independents. Attach additional sheets if necessary.

NAME	ADDRESS	TAX I.D. or S.S. #	CONTRACT AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**THE PRECEEDING IS A COMPLETE LIST OF ALL EMPLOYEES, SUBCONTRACTORS,
AND INDEPENDENT CONTRACTORS WHO WILL BE INVOLVED ON THIS PROJECT.**

Signature

Date

Low-Income Housing Refund Contractor's Statement

Qualifying Entity	Scott County Community Development Agency
Project Name:	
Project Number:	

Contract Amount	Purchase Period	Taxable Cost
.	.	.

Based 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:

Taxing Jurisdiction/Type of Tax	Amount Paid
MN Tax »» 6.875%	\$
Hennepin County Tax »» 0.15% sales and use tax	\$
St. Paul Tax »» 0.50% sales tax and .50% use tax	\$
Minneapolis Tax »» 0.50% sales and use tax	\$
Transit Tax (Anoka, Dakota, Hennepin, Ramsey, Washington) »» 0.25%	\$
Other (state taxing jurisdiction and percent charged):	\$
TOTAL	\$

The amounts listed have been paid on the project or that portion of the project, which directly relates to the qualifying low-income housing. This tax amount is for building materials only, 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:	
Company Name:	
Address:	
Phone Number:	

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:	