

CONTRACT

AND

PROPOSAL

PROPOSAL

CITY OF BLOOMINGTON, MINNESOTA

City of Bloomington
1800 West Old Shakopee Road
Bloomington, MN 55431

***** Bids to be received at the location as stated in the Invitation for Bids *****

In accordance with the "Invitation for Bids", inviting proposals for the construction of:

2018-102
Pavement Management Program Street Maintenance Project

The undersigned hereby certifies the following:

The Contractor has examined the Plans and Specifications and the site of the work;

The Contractor hereby proposed to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified and in the manner and at the time prescribed;

The Contractor understands that the quantities of work shown herein are approximate only and are subject to increase and decrease; and

The Contractor further understands that the quantities of work (whether increased or decreased) are to be performed at the unit prices in the attached Bid Proposal.

Official Address:

Date: _____

Name of Company: _____

By: _____

Title: _____

By: _____

Title: _____

City of Bloomington, Minnesota Contractor Information Sheet

The undersigned agrees, if awarded the Contract, to execute the Contract and undertake the work as stated in these contract documents. The undersigned further agrees to provide the required bonds, insurance and/or guarantees. Accompanying this Proposal is a 5% Bid Security which is subject to forfeiture in event of default by the undersigned. In submitting this bid, it is understood that the City reserves the right to reject any or all bids, and to award the project based on the proposal the City determines to be in its best interest, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

Is your firm in compliance with EEO requirements? Yes No

Do you have a safety program in place? Yes No

Provide your Experience Modification Rate (EMR or MOD) for workers compensation for the past three (3) years.

20____ EMR/MOD: _____

20____ EMR/MOD: _____

20____ EMR/MOD: _____

For a new firm who has not yet established an Experience Modification Rate, please provide the following information:

1. A summary of any and all accidents and OSHA recordable claims that have occurred to date, and
2. Contact information for your current insurance agent.

If a corporation, what is the state of incorporation?

If a partnership, state full names of all co-partners.

Official Address: _____ Name of Company: _____

_____ By: _____

_____ Title: _____

_____ By: _____

Date: _____ Title: _____

**2018-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SCHEDULE 1**

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-----------------|---------------------------------------|-------------|------------------|-------------------|------------------|
| 2016.601 | CONTRACTOR SUPERINTENDENCE | LS | 1 | <u>\$38,000</u> | <u>\$38,000</u> |
| 2101.502 | CLEARING | TREE | 10 | <u></u> | <u></u> |
| 2101.507 | GRUBBING | TREE | 10 | <u></u> | <u></u> |
| 2102.501 | PAVEMENT MARKING REMOVAL | S F | 218 | <u></u> | <u></u> |
| 2102.502 | PAVEMENT MARKING REMOVAL | L F | 96 | <u></u> | <u></u> |
| 2104.501 | REMOVE CURB & GUTTER | L F | 5588 | <u></u> | <u></u> |
| 2104.501 | REMOVE BITUMINOUS CURB | EACH | 223 | <u></u> | <u></u> |
| 2104.505 | REMOVE CONCRETE WALK | S Y | 2353 | <u></u> | <u></u> |
| 2104.505 | REMOVE BITUMINOUS PAVEMENT | S Y | 2103 | <u></u> | <u></u> |
| 2104.509 | REMOVE MANHOLE OR CATCH BASIN | EACH | 2 | <u></u> | <u></u> |
| 2104.509 | REMOVE CASTING | EACH | 1 | <u></u> | <u></u> |
| 2104.509 | REMOVE SIGN | EACH | 2 | <u></u> | <u></u> |
| 2104.509 | REMOVE POST | EACH | 3 | <u></u> | <u></u> |
| 2104.511 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | L F | 914 | <u></u> | <u></u> |
| 2104.513 | SAWING BIT PAVEMENT (FULL DEPTH) | L F | 3826 | <u></u> | <u></u> |
| 2104.523 | SALVAGE SIGN | EACH | 4 | <u></u> | <u></u> |
| 2104.601 | REMOVE GUARDRAIL | L F | 215 | <u></u> | <u></u> |
| 2105.501 | COMMON EXCAVATION | C Y | 842 | <u></u> | <u></u> |
| 2105.521 | GRANULAR BORROW (CV) | C Y | 601 | <u></u> | <u></u> |
| 2123.61 | STREET SWEEPER (WITH PICKUP BROOM) | HOURL | 14 | <u></u> | <u></u> |
| 2130.501 | WATER | MGAL | 7.5 | <u></u> | <u></u> |
| 2211.501 | AGGREGATE BASE CLASS 5 | TON | 769 | <u></u> | <u></u> |

**2018-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SCHEDULE 1**

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-----------------|--|-------------|------------------|-------------------|------------------|
| 2211.501 | AGG. BASE CLASS 5 (100% CRUSHED LIMESTONE) | TON | 237 | | |
| 2232.501 | MILL BITUMINOUS SURFACE (P) | S Y | 87722 | | |
| 2331.604 | RECLAIM BITUMINOUS STABILIZED BASE | S Y | 242 | | |
| 2357.502 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | 7729 | | |
| 2360.501 | TYPE SP 4.75 WEARING COURSE MIX (2,B) | TON | 114 | | |
| 2360.501 | TYPE SP 9.5 WEARING COURSE MIX (3,B) | TON | 9957 | | |
| 2360.502 | TYPE SP 12.5 NON WEAR COURSE MIX (3,B) | TON | 339 | | |
| 2411.541 | REINFORCEMENT BARS (EPOXY COATED) | LB | 214 | | |
| 2411.618 | ARCH SURFACE FINISH (CONCRETE STAIN) | S F | 12000 | | |
| 2503.541 | 15" RC PIPE SEWER DES 3006 CL V | L F | 54 | | |
| 2504.602 | ADJUST GATE VALVE | EACH | 77 | | |
| 2504.602 | ADJUST CURB STOP | EACH | 8 | | |
| 2504.602 | REVISE IRRIGATION SYSTEM | EACH | 19 | | |
| 2506.502 | CONST DRAINAGE STRUCTURE DES 48-4020 | EACH | 1 | | |
| 2506.516 | CASTING ASSEMBLY (STORM) | EACH | 1 | | |
| 2506.522 | ADJUST FRAME & RING CASTING | EACH | 70 | | |
| 2506.602 | RECONSTRUCT STORM MANHOLES | EACH | 5 | | |
| 2506.602 | RECONSTRUCT SANITARY MANHOLES | EACH | 16 | | |
| 2506.602 | RECONSTRUCT CB | EACH | 15 | | |
| 2506.602 | STANDARD CATCH BASIN | EACH | 3 | | |
| 2506.602 | INTERNAL MANHOLE CHIMNEY SEAL | EACH | 48 | | |
| 2521.501 | 4" CONCRETE WALK | S F | 14587 | | |

**2018-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SCHEDULE 1**

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-----------------|------------------------------------|-------------|------------------|-------------------|------------------|
| 2521.501 | 6" CONCRETE WALK | S F | 5271 | | |
| 2521.501 | 6" CONCRETE WALK SPECIAL | S F | 100 | | |
| 2521.501 | 8" CONCRETE WALK | S F | 5310 | | |
| 2526.602 | PUSH BUTTON RELOCATION | EACH | 1 | | |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN B618 | L F | 5946 | | |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN B612 | L F | 58 | | |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN B636 | L F | 131 | | |
| 2531.503 | CONCRETE MEDIAN | S Y | 2 | | |
| 2531.618 | TRUNCATED DOMES | S F | 456 | | |
| 2540.603 | LANDSCAPE EDGER | L F | 50 | | |
| 2563.601 | TRAFFIC CONTROL | LS | 1 | | |
| 2563.618 | CONSTRUCTION SIGN-SPECIAL | S F | 32 | | |
| 2564.502 | SIGN SUPPORT CANTILEVER | EACH | 1 | | |
| 2564.531 | SIGN PANELS TYPE OH | S F | 131.75 | | |
| 2564.602 | INSTALL SIGN | EACH | 1 | | |
| 2564.618 | SIGN TYPE C | S F | 18.75 | | |
| 2565.601 | VIDEO DETECTION SYSTEM | SYS | 1 | | |
| 2565.602 | ADJUST HANDHOLE | EACH | 3 | | |
| 2565.616 | REVISE SIGNAL SYSTEM A | SYS | 1 | | |
| 2565.616 | REVISE SIGNAL SYSTEM B | SYS | 1 | | |
| 2565.616 | REVISE SIGNAL SYSTEM C | SYS | 1 | | |
| 2565.616 | REVISE SIGNAL SYSTEM D | SYS | 1 | | |

**2018-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SCHEDULE 1**

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-----------------|---|-------------|------------------|-------------------|------------------|
| 2565.616 | REVISE SIGNAL SYSTEM E | SYS | 1 | | |
| 2565.616 | REVISE SIGNAL SYSTEM F | SYS | 1 | | |
| 2571.501 | CONIFEROUS TREE 5' HT B&B | TREE | 1 | | |
| 2571.502 | DECIDUOUS TREE 3" CAL B&B | TREE | 9 | | |
| 2573.502 | SILT FENCE, TYPE HI | L F | 235 | | |
| 2573.53 | STORM DRAIN INLET PROTECTION | EACH | 85 | | |
| 2574.525 | LOAM TOPSOIL BORROW | C Y | 1297 | | |
| 2575.505 | SODDING TYPE LAWN | S Y | 5566 | | |
| 2575.513 | MULCH MATERIAL TYPE 9 | C Y | 1 | | |
| 2575.604 | RAPID STABILIZATION METHOD 3 | S Y | 6222 | | |
| 2582.502 | 4" SOLID LINE EPOXY | L F | 26379 | | |
| 2582.502 | 6" SOLID LINE EPOXY | L F | 573 | | |
| 2582.502 | 12" SOLID LINE EPOXY | L F | 75 | | |
| 2582.502 | 24" SOLID LINE EPOXY | L F | 205 | | |
| 2582.502 | 4" BROKEN LINE EPOXY | L F | 1600 | | |
| 2582.502 | 4" DBLE SOLID LINE EPOXY | L F | 14897 | | |
| 2582.502 | 6" DOTTED LINE EPOXY | L F | 51 | | |
| 2582.503 | CROSSWALK PREF TAPE GR IN | S F | 1782 | | |
| 2582.602 | PAVT MSSG (LT ARROW) POLY PREF-GR IN | EACH | 28 | | |
| 2582.602 | PAVT MSSG (RT ARROW) POLY PREF-GR IN | EACH | 7 | | |
| 2582.602 | PAVT MSSG (RT-THRU ARROW) POLY PREF-GR IN | EACH | 1 | | |
| 2582.602 | PAVT MSSG (THRU ARROW) POLY PREF-GR IN | EACH | 1 | | |

**2018-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SCHEDULE 2**

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-----------------|--|-------------|------------------|-------------------|------------------|
| 2016.601 | CONTRACTOR SUPERINTENDENCE | LS | 1 | <u>\$22,000</u> | <u>\$22,000</u> |
| 2101.502 | CLEARING | TREE | 1 | | |
| 2101.507 | GRUBBING | TREE | 1 | | |
| 2104.501 | REMOVE PIPE SEWER | L F | 58 | | |
| 2104.501 | REMOVE CURB & GUTTER | L F | 5590 | | |
| 2104.505 | REMOVE CONCRETE WALK | S Y | 1065 | | |
| 2104.505 | REMOVE BITUMINOUS PAVEMENT | S Y | 1859 | | |
| 2104.509 | REMOVE MANHOLE OR CATCH BASIN | EACH | 2 | | |
| 2104.509 | REMOVE CASTING | EACH | 7 | | |
| 2104.511 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | L F | 629 | | |
| 2104.513 | SAWING BIT PAVEMENT (FULL DEPTH) | L F | 3949 | | |
| 2105.501 | COMMON EXCAVATION | C Y | 753 | | |
| 2105.521 | GRANULAR BORROW (CV) | C Y | 455 | | |
| 2123.61 | STREET SWEEPER (WITH PICKUP BROOM) | HOUR | 6 | | |
| 2211.501 | AGGREGATE BASE CLASS 5 | TON | 601 | | |
| 2211.501 | AGG. BASE CLASS 5 (100% CRUSHED LIMESTONE) | TON | 264 | | |
| 2232.501 | MILL BITUMINOUS SURFACE (P) | S Y | 42368 | | |
| 2357.502 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | 6852 | | |
| 2360.501 | TYPE SP 4.75 WEARING COURSE MIX (2,B) | TON | 128 | | |
| 2360.501 | TYPE SP 9.5 WEARING COURSE MIX (3,B) | TON | 6489 | | |
| 2360.502 | TYPE SP 12.5 NON WEAR COURSE MIX (3,B) | TON | 150 | | |
| 2503.541 | 15" RC PIPE SEWER DES 3006 CL V | L F | 16 | | |
| 2503.541 | 18" RC PIPE SEWER DES 3006 CL V | L F | 32 | | |

**2018-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SCHEDULE 2**

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-----------------|---|-------------|------------------|-------------------|------------------|
| 2504.602 | ADJUST GATE VALVE | EACH | 43 | | |
| 2504.602 | ADJUST CURB STOP | EACH | 8 | | |
| 2504.602 | REVISE IRRIGATION SYSTEM | EACH | 11 | | |
| 2506.516 | CASTING ASSEMBLY (STORM) | EACH | 7 | | |
| 2506.522 | ADJUST FRAME & RING CASTING | EACH | 73 | | |
| 2506.602 | RECONSTRUCT STORM MANHOLES | EACH | 12 | | |
| 2506.602 | RECONSTRUCT SANITARY MANHOLES | EACH | 33 | | |
| 2506.602 | RECONSTRUCT CB | EACH | 16 | | |
| 2506.602 | STANDARD CATCH BASIN | EACH | 2 | | |
| 2506.602 | INTERNAL MANHOLE CHIMNEY SEAL | EACH | 69 | | |
| 2521.501 | 4" CONCRETE WALK | S F | 5742 | | |
| 2521.501 | 6" CONCRETE WALK | S F | 4234 | | |
| 2521.501 | 8" CONCRETE WALK | S F | 1208 | | |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN B618 | L F | 4030 | | |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN S518 (MOUNT.) | L F | 1560 | | |
| 2531.618 | TRUNCATED DOMES | S F | 224 | | |
| 2540.602 | SALVAGE AND RELOCATE MAILBOX | EACH | 2 | | |
| 2563.601 | TRAFFIC CONTROL | L S | 1 | | |
| 2573.53 | STORM DRAIN INLET PROTECTION | EACH | 110 | | |
| 2574.525 | LOAM TOPSOIL BORROW | C Y | 897 | | |
| 2575.505 | SODDING TYPE LAWN | S Y | 6378 | | |
| 2575.604 | RAPID STABILIZATION METHOD 3 | S Y | 1762 | | |
| 2582.502 | 4" SOLID LINE EPOXY | L F | 1390 | | |

**2018-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SCHEDULE 2**

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-----------------|--------------------------|-------------|------------------|-------------------|------------------|
| 2582.502 | 4" DBLE SOLID LINE EPOXY | L F | 620 | | |

Schedule 2 Total = _____

**2018-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SCHEDULE 3**

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-----------------|---------------------------------------|-------------|------------------|-------------------|------------------|
| 2016.601 | CONTRACTOR SUPERINTENDENCE | LS | 1 | \$1,500 | \$1,500 |
| 2101.502 | CLEARING | TREE | 1 | | |
| 2101.507 | GRUBBING | TREE | 1 | | |
| 2104.501 | REMOVE CURB & GUTTER | L F | 261 | | |
| 2104.505 | REMOVE CONCRETE WALK | S Y | 66 | | |
| 2104.505 | REMOVE BITUMINOUS PAVEMENT | S Y | 399 | | |
| 2104.511 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | L F | 44 | | |
| 2104.513 | SAWING BIT PAVEMENT (FULL DEPTH) | L F | 74 | | |
| 2105.501 | COMMON EXCAVATION | C Y | 1016 | | |
| 2105.521 | GRANULAR BORROW (CV) | C Y | 5 | | |
| 2105.522 | SELECT GRANULAR BORROW (CV) | C Y | 69 | | |
| 2105.607 | PLANTING SOIL | C Y | 32 | | |
| 2130.501 | WATER | MGAL | 11 | | |
| 2211.501 | AGGREGATE BASE CLASS 5 | TON | 717 | | |
| 2357.502 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | 25 | | |
| 2360.501 | TYPE SP 4.75 WEARING COURSE MIX (2,B) | TON | 11 | | |
| 2360.501 | TYPE SP 9.5 WEARING COURSE MIX (3,B) | TON | 275 | | |
| 2502.521 | 4" ABS PIPE DRAIN | L F | 36 | | |
| 2506.602 | RAINWATER GARDEN SEDIMENT BASIN | EACH | 1 | | |
| 2521.501 | 6" CONCRETE WALK | S F | 214 | | |
| 2521.501 | 6" CONCRETE WALK SPECIAL | S F | 2009 | | |
| 2521.501 | 6" CONCRETE WALK SPECIAL 1 | S F | 524 | | |

**2018-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SCHEDULE 3**

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-----------------|------------------------------------|-------------|------------------|-------------------|------------------|
| 2521.501 | 8" CONCRETE WALK | S F | 207 | | |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN B612 | L F | 1384 | | |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN D518 | L F | 68 | | |
| 2540.603 | LANDSCAPE EDGER | L F | 132 | | |
| 2563.601 | TRAFFIC CONTROL | L S | 1 | | |
| 2573.53 | STORM DRAIN INLET PROTECTION | EACH | 8 | | |
| 2573.533 | SEDIMENT CONTROL LOG TYPE COMPOST | L F | 200 | | |
| 2574.525 | LOAM TOPSOIL BORROW | C Y | 103 | | |
| 2575.513 | MULCH MATERIAL TYPE 6 | C Y | 8 | | |
| 2575.604 | RAPID STABILIZATION METHOD 3 | S Y | 908 | | |

Schedule 3 Total = _____

**2018-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SCHEDULE 4**

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-----------------|---------------------------------------|-------------|------------------|-------------------|------------------|
| 2016.601 | CONTRACTOR SUPERINTENDENCE | L S | 1 | <u>\$1,500</u> | <u>\$1,500</u> |
| 2104.511 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | L F | 672 | | |
| 2123.61 | STREET SWEEPER (WITH PICKUP BROOM) | HOUR | 1 | | |
| 2301.504 | CONCRETE PAVEMENT 8.0" | S Y | 97 | | |
| 2360.501 | TYPE SP 9.5 WEARING COURSE MIX (3,B) | TON | 27 | | |
| 2506.522 | ADJUST FRAME & RING CASTING | EACH | 33 | | |
| 2506.522 | RECONSTRUCT SANITARY MANHOLE | EACH | 25 | | |
| 2506.602 | INTERNAL MANHOLE CHIMNEY SEAL | EACH | 45 | | |
| 2563.601 | TRAFFIC CONTROL | L S | 1 | | |

Schedule 4 Total = _____

**2017-102 PMP STREET MAINTENANCE PROJECT
PROPOSAL - SUMMARY SHEET**

Schedule 1 Total = _____

Schedule 2 Total = _____

Schedule 3 Total = _____

Schedule 4 Total = _____

Project Grand Total = _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

_____ being first duly
sworn deposes and says that:

(1) He/She is _____ of _____
OWNER, PARTNER, OFFICER REPRESENTATIVE OR AGENT

_____, the Bidder that has
submitted the attached bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and
of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its guests, invitees, members, officers, officials, agents,
employees, volunteers, representatives, and/or subcontractors in interest, including this affiant, has in
any way colluded, conspired, agreed, directly or indirectly, with any other Bidder, firm or person to
submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly
or indirectly, sought by agreement or collusion or communication or conference with any other
Bidder, firm or person to fix the price or prices of the bid price or the bid price of any other Bidder,
or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the City of Bloomington or any person interested in the proposed Contract and;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by
any collusion, conspiracy, or unlawful agreement on the part of the Bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Subscribed and sworn to before me

this ____ day of _____, 20____

(Notary Public)

My commission expires _____

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: _____

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

| | |
|--|--|
| <p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p> | |
| <p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p> | |
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

| | |
|-----|---|
| (3) | The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;* |
| (4) | The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;* |
| (5) | The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;* |
| | * Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria. |
| (6) | The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and |
| (7) | All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6). |

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. **Motor carrier verification.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

| | |
|--|----------------------|
| Authorized Signature of Owner or Officer: | Printed Name: |
| Title: | Date: |
| Company Name: | |

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

| FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State) | Name of city where company home office is located |
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*Attach additional sheets as needed for submission of all first-tier subcontractors.

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|---|----------------------|
| SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1 | |
| <p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p> | |
| Authorized Signature of Owner or Officer: | Printed Name: |
| Title: | Date: |
| Company Name: | |

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

| ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State) | Name of city where company home office is located |
|--|--|
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*Attach additional sheets as needed for submission of all additional subcontractors.

| SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2 | |
|--|----------------------|
| By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: | |
| All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285. | |
| Authorized Signature of Owner or Officer: | Printed Name: |
| Title: | Date: |
| Company Name: | |

C O N T R A C T

THIS AGREEMENT, made on the _____ day of _____,

2018 (“Effective Date”), by and between the **CITY OF BLOOMINGTON, MINNESOTA**, a municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, (“City”), and _____ a [(choose one of the following) a Minnesota Corporation / a Limited Liability Company / a Partnership] located at [full address of Contractor] (“Contractor”).

WITNESSETH, that in consideration of the terms and conditions expressed herein, the City and the Contractor agree as follows:

I. SCOPE OF WORK

The Contractor hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the Work shown on the Plans and described in the Specifications for the Project entitled:

2018-102

Pavement Management Program Street Maintenance Project

in accordance with the requirements and provisions of the Contract Documents as defined in the General Specifications which are hereby made a part of this Agreement.

II. TIME OF COMPLETION

The Work to be performed under this Contract shall be commenced within eight (8) calendar days after the date of written notice by the City to the Contractor to proceed. The construction of the improvements shall be completed as specified in the Special Provisions.

III. PAYMENT

A. The Contract Sum - The City shall pay to the Contractor, for the duration of the Agreement, the amounts determined for the total number of units of Work completed at the unit price stated in the attached Bid Proposal. The number of units contained in this Bid Proposal is an approximation only, and the final payment shall be made for the actual number of units that are installed, constructed or otherwise incorporated as part of the Work covered by the Agreement.

B. Progress Payments

1. The City Engineer shall prepare an estimate covering the total quantities under each item of Work that has been completed from the start of the job, up to and including the last day of the preceding month, and the value of the Work completed, determined in accordance with the schedule of unit prices for such items, on or not later than the fifth (5th) day of each month. This estimate shall also include an allowance for the cost of such materials and equipment required to perform the permanent Work as has been delivered to the site and suitably protected by the Contractor but not as yet incorporated in the Work.

2. The City shall pay to the Contractor an amount which, together with previous payments, equals 95% of the amount of the monthly estimate of the City Engineer, not later than the fifteenth (15th) day of the month.
3. Upon the determination of the City Engineer that the Work of the project is 95% or more completed, the City shall release such portions of the retained contract price as the City Engineer determines are not required to be retained to protect the City's interest in satisfactory completion of the Agreement.

IV. ACCEPTANCE AND FINAL PAYMENT

- A. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the City Engineer shall within ten (10) days make such inspection. When he/she finds the Work acceptable under the Contract and the Contract fully performed, he/she will issue a final estimate (i.e., final pay application or final payment). The final estimate shall constitute final acceptance and serve as the final certificate for the project.
- B. Before final payment is due, the Contractor shall submit evidence satisfactory to the City Engineer that all payrolls, material bills, and other indebtedness connected with the Work have been paid, except that in case of disputed indebtedness of liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by Surety Bond.
- C. The making and acceptance of the final payment shall constitute a waiver of all claims by both parties, other than those arising from:
 1. Unsettled liens;
 2. From faulty Work appearing within 12 months after final payment;
 3. From requirements of the specifications, or from manufacturers' guarantee; and/or
 4. Claims previously made and still unsettled.

V. AUDIT

All books, records, documents and accounting procedures and practices of the Contractor relevant to this Contract shall, pursuant to Minn. Stat. § 16C.05, subd. 5 be subject to examination at all times by the City, and as appropriate, by either the legislative or state auditor.

VI. PRIORITY

If there is a conflict or inconsistency between this Agreement and the Specifications and Special Provisions, the parties agree to the following priority of documents:

- A. This Agreement.
- B. Special Provisions and Specifications

VII. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, officials, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

VIII. MISCELLANEOUS

- A. The Contractor shall furnish within seven (7) days after notice of acceptance of the bid, two (2) bonds, a performance and payment bond, each in the amount of the full contract price, and in compliance with State statutes to guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors and material. In addition to the term of this Agreement, the performance bond shall cover an additional one (1) year period after final acceptance by the City, with respects to faulty workmanship and materials. Both bonds shall be furnished by a corporate surety company authorized to do business in the state of Minnesota and acceptable to the City subject to the approval of the City Attorney as to form.
- B. To the fullest extent allowed by law the Contractor shall defend, indemnify and hold harmless the City, its officers, officials, agents and employees, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Contractor's (including its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors) performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Contractor, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors.

C. The Contractor shall not commence work under this Contract until all insurance required under this article has been obtained and until copies of policies and certificates required by this article are submitted to: Office of the City Clerk, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431. The Contractor shall not allow any subcontractor to commence work on the project until subcontractor's insurance has been obtained and submitted to the Contractor.

1. Commercial General Liability and Property Damage Insurance.

Contractor shall secure and maintain at its own cost and expense during the term of this Agreement, commercial general liability insurance, in the minimum amount of \$500,000 per individual and \$1,500,000 total per occurrence; and \$1,500,000 per occurrence for property damage. To the fullest extent allowed by law, said insurance shall protect the Contractor, any subcontractor performing work covered by the Contract, and the City from claims for any injury or property damage which may arise from operations under this Contract, whether operations be made by the Contractor, subcontractor, or by anyone directly or indirectly employed by either of them. This also includes claims arising by reason of any injury or damage sustained after the Contractor has completed the work or left the site thereof. The commercial general liability insurance shall be in the following amounts:

To meet the above requirements, the Contractor may use a combination of Commercial General Liability and Umbrella or Excess coverage, as long as the City approves such use and it is evidenced on the Certificate of Insurance naming the City as an additional insured on both policies. The Umbrella or Excess coverage needs to be a following form coverage and provide a thirty (30) day notice of cancellation.

2. Worker's Compensation Insurance.

The Contractor shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181 subd 2.

3. Business Automobile Liability Insurance.

Contractor shall secure and maintain at its own cost and expense during the term of this Agreement, business automobile liability insurance in the minimum amount of \$500,000 for bodily injuries, including death, for any one individual and \$1,500,000 total per occurrence; and automobile property damage insurance in the minimum amount of \$1,500,000. Each motor vehicle, including hired vehicles, engaged in operation within the terms of this Contract shall be covered by such automobile insurance.

To meet the above requirements, the Contractor may use a combination of Business Automobile Liability and Umbrella or Excess coverage, as long as the City approves such use and it is evidenced on the Certificate of Insurance naming the City as an additional insured on both policies. The Umbrella or Excess coverage needs to be a following form coverage and provide a thirty (30) day notice of cancellation.

4. Certificates.

The Contractor further agrees to name the City as additionally insured on the Commercial General Liability and Business Automobile Liability insurance policies. Copies of all certificates, endorsements and policies, naming the City as additionally insured, shall be filed with the City Clerk. The certificate shall contain at a minimum the following language: "The City of Bloomington is named as an additional insured with respect to the commercial general liability, automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." The certificates shall be executed by the insurer and shall expressly stipulate that the policies are non-cancelable until after thirty (30) days' notice in writing to the City. The canceling company and/or the replacing company shall be responsible for all work completed prior to the cancellation of policies. All insurance policies and certificates shall be submitted prior to the execution of the Contract and shall be subject to the approval of the City Attorney.

- D. In the event of a dispute between the City and the Contractor, the parties hereto agree that the City Engineer shall determine the amount and quality of work in the Improvements included in the Contract. If no agreement can be reached, the City and the Contractor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, MN 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.
- E. The Contractor agrees to comply with the Americans with Disabilities Act ("ADA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") and shall not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The Contractor agrees to utilize their own text telephone or the Minnesota Relay Service in order to comply with accessibility requirements. The City has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.
- F. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Chapter 363A, as amended.
- G. The parties hereto agree to comply with Section 504 of the Rehabilitation Act of 1973/31 CFR Part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, review, and if necessary modify, their programs and activities so that discrimination based on handicap is eliminated."

- H. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.
- I. The Contractor agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this Agreement.
- J. The Contractor agrees that it must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor agrees to pay interest of 1-1/2 percent per month, or any part of a month, to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
- K. Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and signed by both parties.
- L. Either party may terminate this Agreement, for any reason, upon giving thirty (30) days advanced written notice to the other party.

The City reserves the right to cancel this Agreement at any time in event of default or violation by the Contractor of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

- M. This Agreement shall not be assignable except at the written consent of the City.
- N. This Agreement represents the entire Agreement between the Contractor and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- O. The Contractor agrees, as a condition of being awarded this Contract, to require each of its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Contract. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the City.
- P. The parties agree that this Agreement shall be governed by the laws of the State of Minnesota.

Q. Pursuant to Chapter 2, Article VII of the City Code, the Contractor agrees as follows:

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
3. That a violation of this section is a misdemeanor; and
4. That this contract may be canceled or terminated by the City, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

R. Signature/Execution: The person signing this Agreement (hereafter "Signatory") represents and warrants that the Contractor has authorized him/her to execute this Agreement on its behalf and agrees to be bound by its terms and conditions, including the agreement of the Contractor to indemnify and hold the City harmless. In the event the Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Contractor, as set forth herein, personally.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the date and year first written above.

City of Bloomington, Minnesota

DATED: _____

By: _____
Mayor

DATED: _____

By: _____
City Manager

Reviewed and approved by the City Attorney.

City Attorney

Contractor

DATED: _____

By: _____

Title of Signatory: _____

Name of Company: _____