

City of Northfield
Engineering Department

*801 Washington Street * Northfield, MN 55057*



Engineering Standard Specifications

City of Northfield, Minnesota

May 2017

ENGINEERING STANDARD SPECIFICATIONS
CITY OF NORTHFIELD, MINNESOTA

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under State of Minnesota Statutes Section 326.02 to 326.16.

David E. Bennett

Date: XXXXXXXX XX, XXXX Minn. Reg. No. 45867

ENGINEERING STANDARD SPECIFICATIONS
CITY OF NORTHFIELD, MINNESOTA

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**City of Northfield
City Project
Closing Date:**

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that **SEALED BIDS** for the furnishing of all labor, materials, tools, equipment and services will be received by the Northfield City Clerk at 801 Washington Street, Northfield, MN 55057 until _____.m. on _____, _____, 20__, for the following City of Northfield (City) project, all in accordance with applicable Minnesota Statutes, Northfield City Code and City approved project plans and specifications and the Bidding Documents:

LOCATION: {TBD per project}

The major items of work for this project (the “project”) are summarized as follows:

{TBD per project}

Bids will be publicly opened and read aloud at that time and place stated above. Bids received after that time will not be accepted.

Plans and Specifications for the project may be examined at the City of Northfield Engineering office, 801 Washington Street, Northfield, MN 55057. Plans and Specifications may be downloaded for no charge from the City of Northfield web site at: <http://www.ci.northfield.mn.us/assets/p/projects/index.html>.

Bids must be sealed, identified on the envelope and accompanied by a Bidder's Bond or Certified Check in an amount equal to at least 5% of the total bid made payable to the City of Northfield City Clerk.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of City of Northfield, Minnesota.

The successful Bidder will be required to furnish and pay for a satisfactory performance and payment bonds in the full amount of the awarded bid.

The City reserves the right to reject any or all bids and to waive any irregularities thereof.

Dated this ____ day of _____, 20____
Deb Little, City Clerk, City of Northfield, MN

Publish in Northfield News - _____, 20__, _____, 20__, _____, 20__

Publish on City of Northfield Engineering Website

Publish on MnDOT E-Advert Website

INSTRUCTIONS TO BIDDERS

DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and any Supplementary Conditions.

COPIES OF BIDDING DOCUMENTS

Copies of the Bidding Documents may be obtained for the Bidder's individual use by applying to the Owner, City of Northfield, Engineering Division, 801 Washington Street, Northfield, Minnesota 55057, or as otherwise indicated in the Advertisement for Bids, and by depositing the amount indicated in said Advertisement. The most recent version of the "Engineering Standard Specifications, City of Northfield, Minnesota" are an integral part of the Bidding Documents.

The Owner assumes no responsibility for errors or misinterpretations resulting from Bidder's use of electronic downloadable Bidding Documents (Electronic Bidding Documents).

BIDDERS' KNOWLEDGE

Bidders must familiarize themselves with all local ordinances and state and federal statutes pertaining to the proposed construction, and examine and determine for themselves the location and nature of the proposed Work, and the amount and character of the labor and materials required therefor, and the difficulties which may be encountered.

Bidders shall acquaint themselves with any and all changes in specifications and changes in methods or procedures or policies as may be set forth in the Bidding Documents.

Any bidder who in doubt as to the true meaning of any part of the plans, specifications or other Bidding Documents, may submit to the Engineer a written request for an explanation or interpretation thereof at least seven (7) days prior to the scheduled Bid opening. The Bidder submitting the request will be responsible for prompt delivery of such request. Any such explanation or interpretation shall be made only by a duly issued Addendum and a copy of such Addendum shall be mailed or delivered to each person receiving a set of Bidding Documents. No Bidder shall be entitled to rely upon any other explanation or interpretation. If, after the Bids have been delivered to the Owner, any difference of opinion shall arise as to the true intent or meaning of any part of the specifications, the decision of the Engineer shall be final, conclusive and binding on all parties.

All Bids shall be made and received with the express understanding that the Bidder accepts and agrees to the terms and conditions contained in these Instructions, the plans and specifications, the forms of contract and bonds, and any other Bidding Documents.

QUALIFICATIONS OF BIDDERS

If requested, Bidders must present satisfactory evidence that they are familiar with the class of Work specified, and that they have the necessary capital, tools, machinery and other equipment necessary to conduct the Work and complete the Project improvements within the time specified in the proposal, in a good and Workmanlike manner and to the entire satisfaction of the Owner. Failure on the part of any Bidder to satisfactorily carry out previous contracts or the Bidder's lack of experience or equipment necessary for the satisfactory completion of the project may be deemed sufficient cause for disqualification of the Bidder and/or rejection of the Bid.

Before the successful Bidder may commence Work, the successful Bidder must file with the Engineer satisfactory certificates, in duplicate, showing insurance coverage to the extent and in the amounts required by the Bidding Documents.

No person will be permitted to commence Work until authorization by the Owner to proceed has been received in writing by the Contractor.

RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

Pursuant to Minnesota Statutes § 16C.285, Bidders are hereby advised that the Owner cannot award a construction contract in excess of \$50,000 unless the Contractor is a "responsible contractor" as defined in Minnesota Statutes § 16C.285, subdivision 3. A bidder submitting a Bid for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes § 16C.285, subdivision 3, by completing the Responsible Contractor Verification of Compliance provided in the Bidding Documents.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes § 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Bidders and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a Contract for this Project and may result in the termination of a Contract awarded to a Bidder or subcontractor that makes a false statement.

PREPARATION AND SUBMISSION OF BID

The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer.

All blanks on the Bid Form shall be completed in ink and the Bid Form shall be signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternatives the words "No Bid," "No Change," or "Not Applicable" may be entered.

Sealed Bids will be received by the Owner, up to the date and hour as specified in the Advertisement for Bids, at the office of the City Clerk. Bids received after the time specified shall be returned unopened.

All Bids must be made in ink upon the separate Bid Form included in the specifications, must give prices for each item and aggregate amount of the Work, and must be signed and acknowledged by the Bidder in

accordance with the directions on the Bid Form. In order to ensure consideration, the Bid shall be enclosed in a sealed envelope addressed to the Owner and clearly marked as to the time and date of Bid opening and identification of the Project. If submitted by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

Each Bid must contain the full name or names and post office address(es) of the Bidder or Bidders, and any persons who sign a Bid as agent of another, or of a firm, may be required to furnish satisfactory evidence of their authority to do so. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

A partnership which submits a Bid must give the full names and addresses of all partners, must identify itself as a partnership, must identify the state in which it was formed, and must be signed by at least one partner accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

If a limited liability company submits a Bid, the Bid shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

When an unincorporated firm other than a partnership submits a bid, the names, addresses and signatures of all individual members of the firm shall be provided, and any other name under which the firm does business must be clearly identified.

If a corporation submits a Bid, the Bid must be signed in the name and under the seal of the corporation by two duly authorized officers or agents of the corporation, and must identify the state of incorporation and the corporation's address. Such officers or agents may be required to present satisfactory evidence that they have authority to sign the Bid. In the event that any corporation organized and doing business under the laws of a foreign state is the successful Bidder, such corporation shall present evidence that it is authorized to do business in the State of Minnesota before the Agreement is executed.

A Bid by an individual shall show the Bidder's name and official address.

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

All names shall be printed in ink below the respective signature(s).

More than one Bid from an individual, firm, partnership, limited liability company, or corporation under the same or different names will not be considered. Evidence that any Bidder is interested in more than one Bid for the same Work will be considered sufficient cause for the rejection of all Bids so affected, provided that a party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other

Bidders, or from submitting a direct Bid on its own behalf.

Unless otherwise specifically provided in the specifications for the Project, Bids must be made upon each and every item shown on the Bid Form, including all alternate items.

Bids received by facsimile transmission will not be considered. However, Bids already properly submitted may be modified by facsimile transmission received prior to the time specified in the Advertisement for Bids.

Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised Bid. No modifications to a submitted Bid will be accepted after the date and time for the opening of Bids.

BIDDERS TO INVESTIGATE SITE AND REVIEW DOCUMENTS

Bidders are required to submit their Bids upon the following express conditions, which shall apply to and become part of every Bid received:

1. Bidders shall examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
2. Bidders shall become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Bidders shall visit the Project site and become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
4. Bidders shall satisfy themselves and form their own opinions by personal examination of the Project site, location and ground of the proposed Work, and by such other means as they may desire, as to the actual conditions and requirements of the Work, including the materials to be excavated and other subsurface conditions affecting the Work; shall make their own interpretations and satisfy themselves by their own investigation and research regarding all conditions affecting the Work to be done and the labor and materials needed; and shall make their Bids in sole reliance thereon.
5. Any information or data concerning surface and subsurface conditions furnished by the Owner or its representatives is furnished for the convenience of the Bidders and is not guaranteed.
6. Bidders shall thoroughly examine and familiarize themselves with the drawings, plans and specifications, reports, Supplementary Conditions, Special Provisions, and all other Bidding Documents. The Contractor, by the execution of the Agreement, shall in no way be relieved of any obligation due to its failure to receive or examine any pertinent documents or to visit the site and acquaint itself with the existing conditions.
7. Bidders agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

8. The Owner will be justified in rejecting any claim based on facts which the Contractor could have discovered through the investigation and review required herein.
9. Bidders shall promptly notify the Engineer in writing of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that written resolution thereof by the Engineer is acceptable to Bidder.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of these Instructions, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by the Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

BID SECURITY

Each Bid shall be accompanied by a Bid Security in the form of a bank money order, certified check or Bid bond, payable to the order of the Owner, in an amount of five percent (5%) of the total amount of the Bid. No Bid will be considered unless accompanied by the Bid Security.

If alternate Bids are called for which utilize several different classes of material or types of improvement for the same Work, one Bid Security in the amount of five percent (5%) of the total amount of the highest Bid will be sufficient for all Bids.

As soon as the Bids have been tabulated, all Bid Security shall be returned to all of the Bidders except the three lowest Bidders whose Bid Security shall be retained until the Agreement has been signed by the successful Bidder and the required performance and payment bonds and required insurance certificate(s) have been filed, approved, and accepted by the Owner. Thereafter, the Bid Security shall be returned to the successful Bidder.

If a successful Bidder fails to enter into such Agreement in accordance with its accepted Bid, or fails to furnish the required performance and payment bonds and insurance certificate(s) within fifteen (15) days after Notice of Award, Owner may consider successful Bidder to be in default, annul the Notice of Award, and the Bid Security of that Bidder will be forfeited to the Owner.

WITHDRAWAL OF BIDS

Any Bid may be withdrawn prior to the scheduled date and time for the opening of Bids or authorized postponement thereof.

After the scheduled date and time for opening of Bids, Bidders may not withdraw or cancel their Bids (1) for a period of sixty (60) days or (2) until all of the bids submitted have been canvassed, a contract awarded, the Agreement signed, and the required bonds and insurance certificate(s) furnished and approved, whichever comes first. Should there be reasons why the Agreement cannot be signed or the bonds and/or insurance submitted and/or approved within the 60-day period, the period may be extended

by mutual agreement between the Owner and the successful Bidder.

Notwithstanding the foregoing, if within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

BASIS OF BID; COMPARISON OF BIDS

Lump Sum. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

Unit Price. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bids will be evaluated and the low Bidder determined as provide below.

EVALUATION OF BIDS

The Bids from each responsible Bidder will be considered on the basis of the total amount, as shown on the Bid Form.

If a contract is awarded, award will be made on the basis of the lowest responsive, responsible, qualified Bidder determined by the total Bid, which is found by the City to be in the best interest of the Project. The total Bid will include the Base Bid and any combination of Alternate Bids selected.

The Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Without limiting the generality of the foregoing, any Bid which is incomplete, obscure, or irregular may be rejected, any Bid having erasures or corrections in the price sheet may be rejected, any Bid which omits an amount on any one or more items in the price sheet may be rejected, any Bid in which unit prices are obviously unbalanced may be rejected, any Bid accompanied by an insufficient or irregular Bid Security may be rejected, and any Bid which omits acknowledgment of the receipt of addenda may be rejected.

The Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. As a condition of its Bid, Bidder is required to waive any and all claims of whatever nature against Owner and its officials, employees and agents, which arise out of or relate to such

investigations and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice.

The low responsible and qualified bidder must supply the names and addresses of major material suppliers and Subcontractors when requested to do so by the Owner or as otherwise required by law. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

AWARD OF CONTRACT, EXECUTION OF AGREEMENT, AND NOTICE TO PROCEED

Following acceptance of the successful Bid by the Owner, a Notice of Award will be mailed to the successful Bidder together with a prepared Agreement for signature and return. The Notice of Award is not an order to proceed. The successful Bidder will have no authority to perform Work under the Agreement until a Notice to Proceed has been issued by the Engineer.

Within fifteen (15) days of the date on which the successful Bidder receives the Notice of Award, the successful Bidder shall sign and return the Agreement along with the required performance and payment bonds and insurance certificate(s) in amounts as indicated in the General Conditions and Agreement.

In the case of failure of the bidder to execute the Agreement or provide the required documents, the Owner may at its option consider the Bidder in default, in which case the Bid Security accompanying the Bid shall be forfeited to the Owner.

The Agreement will be executed by the Owner after the required bonds and certificate(s) are submitted and have been approved by the Owner.

The performance and payment bonds shall be in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner. Attorneys-in-fact who sign any bonds must file with each bond a certified copy of their power of attorney, noting the effective date thereof.

The Owner, within 10 days of receipt of acceptable performance and payment bonds, insurance certificate(s), and Agreement signed by the party to whom the contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw its consent to the signed Agreement and will not then be bound thereby. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

A Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the Engineer. Should there be reasons why the Notice to Proceed cannot be issued within such period, the period may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

A pre-construction conference shall be held a minimum of 14 days prior to proceeding with the work.

LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

SCHEDULE

All work under the Agreement must be substantially complete by _____, 20__ . Substantial completion shall be defined as all work with the exception of the construction of the bituminous wearing course and the final adjustment of manholes and gate valves.

The Project shall be constructed in phases as shown in the construction plans or as approved by the Engineer. In addition, each phase shall have the bituminous base course constructed prior to removal of pavement of the subsequent phase unless authorized by the Engineer. Required phasing is as follows:

(TBD per project)

Final completion must be complete by _____, 20__.

BID FORM

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____,¹ to the City of Northfield, Minnesota (hereinafter called "Owner").

PROJECT NAME

Project No. _____ (the "Project")

BID RECIPIENT

This Bid is submitted to:

Name of Owner: City of Northfield

Address of Owner: 801 Washington Street, Northfield, MN 55057

The undersigned Bidder proposes and agrees, if this Bid is accepted by Owner, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents and the Agreement.

BIDDER’S ACKNOWLEDGEMENTS, REPRESENTATIONS AND CERTIFICATIONS

Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance by Owner for 60 days after the Bid opening, or for such longer period of time that Bidder and Owner may agree to in writing.

In compliance with Owner’s Advertisement for Bids, Bidder hereby proposes to perform all Work for the construction of the Project, in strict conformance and accordance with the Bidding Documents and Agreement, within the time set forth therein, and at the prices stated below.

By submission of this Bid, Bidder (and in the case of a joint Bid, each party thereto with respect to its own organization) certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. Bidder certifies that Bidder has not either submitted nor induced any other Bidder to

1. Insert "a corporation", "a limited liability company", "a partnership", or "a sole proprietorship" as applicable.

submit a false or sham bid, or engaged in any corrupt, fraudulent, collusive, or coercive business practices in submitting this Bid.

Bidder hereby agrees to commence Work pursuant to the Bidding Documents and Agreement on or before the date specified in the Agreement or at such a date to be specified in the Notice to Proceed, and to fully complete the Work within the time specified. Bidder further accepts and agrees to pay liquidated damages under the terms and in the amount set forth in the Bidding Documents in the event the Work is not timely completed.

Bidder has examined and carefully studied the Bidding Documents, the Project including applicable reports related to the same, the Agreement, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged by Bidder by writing in the number and dates of addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder has visited the Project site and become familiar with and is satisfied as to the Project site conditions, which may affect the cost, progress, and performance of the Work.

BID

Bidder agrees to perform and complete all the Work in accordance with and as described in the Bidding Documents and Agreement for the following unit price(s) or lump sum:

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Lump Sum Base Bid	\$
Lump Sum Alternate 1 [Add] [Deduct]	\$
Lump Sum Alternate 2 [Add] [Deduct]	\$
Lump Sum Alternate 3 [Add] [Deduct]	\$

AWARD OF BIDS

In submitting this Bid, it is expressly understood that the right is reserved by the Owner to reject any and all bids.

ATTACHMENTS TO THIS BID

The following documents are submitted with and made a part of and condition of this Bid:

- 1. Required Bid security;
- 2. Responsible Contractor Certification;
- 3. First-Tier Subcontractor List;
- 4. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

Respectfully submitted:

Bidder Name

By: _____
Signature Title

Name of Authorized Signer

Address

Date

License Number (if applicable)

By: _____
Signature Title

Name of Authorized Signer

Address

Date

License Number (if applicable)

RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

Minn. Stat. § 16C.285

The undersigned, being first duly sworn under oath, as a contractor responding to a solicitation document of a contracting authority on the Project, represents, certifies, verifies and swears under oath, as follows:

1. The undersigned complies with each of the minimum criteria in Minn. Stat. § 16C.285, subd. 3, with the exception of clause 7, the “Responsible Contractor” statute.
2. The undersigned understands that a failure to meet or verify compliance with the required minimum criteria contained in Minn. Stat. § 16C.285, subd. 3 for a “Responsible Contractor” as defined therein, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.
3. A list of all of the first-tier subcontractors that the undersigned intends to retain for work on the Project is attached hereto as Attachment A.
4. If the undersigned is awarded a contract on the Project, prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the undersigned shall additionally submit to the contracting authority a supplemental verification under oath also confirming compliance with Minn. Stat. § 16C.285, subd. 3, clause (7), Attachment B.
5. The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria contained in Minn. Stat. § 16C.285, subd. 3, shall make the undersigned, or its subcontractor that makes the false statement, ineligible to be awarded a construction Project and may result in termination of a contract awarded to the undersigned or its subcontractor that submits a false statement.

CONTRACTOR:

Date: _____ By: _____

It's: _____

ATTACHMENT A
FIRST-TIER SUBCONTRACTORS LIST

First-Tier Subcontractor Name (Legal name of company as registered with the secretary of state of the state of origin)	First-Tier Subcontractor Address (Street address, city, state and zip code)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

10.	

ATTACHMENT B
SUPPLEMENTAL VERIFICATION

Minn. Stat. § 16C.285

Project Name: _____

Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the undersigned prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with Minn. Stat. § 16C.285, subd. 3, clause (7).

The undersigned, being an owner or officer of a contractor responding to a solicitation document of a contracting authority on the above-named Project, hereby represents, certifies and verifies under oath as follows:

1. The undersigned meets and is in compliance with each of the minimum criteria contained in Minn. Stat. § 16C.285.

2. The undersigned has obtained from all subcontractors and any additional subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer thereof verifying that each subcontractor or additional subcontractor meets all of the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

CONTRACTOR:

Date: _____ By: _____

It's: _____

AGREEMENT

THIS AGREEMENT (“Agreement”), made this _____ day of _____, 20____, by and between _____, a **Minnesota corporation**, _____, MN 55_____, (hereinafter referred to as the “Contractor”), and the City of Northfield, a municipal corporation under the laws of the State of Minnesota, 801 Washington Street, Northfield, MN 55057, (hereinafter referred to as the “City”); (collectively referred to as the “Parties”).

WITNESSETH:

Whereas, City requires services and materials for the _____ Project (the “Project”); and

Whereas, Contractor agrees to provide the services and materials required by City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Scope of Services.** The Contractor does hereby agree to perform the work of the _____ Project for the City of Northfield, Minnesota, and to provide all labor and materials required therefor.

All in strict accordance with the Specifications covering the same, dated _____, 20____, prepared by _____, Engineer, and which are on file with the City Clerk of the City.

This Agreement consists of the following component parts, all of which are fully a part of this Agreement as if herein set out verbatim, or if not attached, as if hereto attached, to-wit:

- a. This Agreement
- b. General Conditions
- c. Supplementary Conditions
- d. Aforesaid Specifications.
- e. Drawings.
- f. Addenda
- g. Bid Form submitted by Contractor.

In the event that any of the provisions in any of the above component parts of this Agreement conflict with any provisions in any of the other component parts, the provisions in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

All of the Contractor's work and labor shall be subject to the inspection and approval of the employee or agent designated by the City to supervise the work. If any materials or labor are rejected by the designated employee or agent as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the designated employee or agent at the Contractor's sole cost and expense.

The Contractor shall replace at the Contractor's expense any loss or damage to the Project, however caused, which occurs during the construction thereof or prior to the final delivery to and acceptance of the Project by the City. Any payment made to the Contractor, shall not be construed as operating to relieve the Contractor from responsibility for the construction and delivery of Project.

Unless approved by the City in writing, the Contractor shall make no claim for extra work done or materials furnished, nor shall the Contractor do any work or furnish any materials not covered by the plans and specifications of this Agreement. Any such work or materials furnished by the Contractor without written City approval, is at the Contractor's own risk and expense. When any extra work or materials is ordered by the City, the Contractor and City shall agree in writing to the scope of the extra work or materials and the compensation to be paid for the extra work to be performed or materials. The Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the work.

2. **Payment Amount.** The City shall pay to the Contractor for the performance of this Agreement the sum of _____ and ___/100ths

Dollars (\$_____.), payment to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Agreement.

Based upon Applications for Payment submitted to the City by the Contractor, if the Contractor properly performs the work, the City shall, from month to month, before completion of the work, make progress payments to Contractor up to 95 percent of the amount already earned under the Agreement, upon the estimate of the engineer or other competent person selected by the City. When the work is 95 percent or more completed, upon the recommendation of the designated City employee or agent, such portions of the retained price shall be released as the City determines it need not be retained to protect the interest of the City in the satisfactory completion of the Agreement. The balance shall be retained by the City until the final performance and completion of this Agreement by the Contractor to the satisfaction, approval, and acceptance of the City including provision by the Contractor of Minn. Dept. of Revenue Form IC-134 or other authorized proof of the Contractor's compliance with applicable state laws. Failure to pay any amount due and payable under the terms of this Agreement within 30 days of a monthly estimate or within 90 days after the final estimate of the amount earned shall obligate the City to pay to the Contractor simple interest on the past due amount at an annual rate equal to the monthly index of long-term United States Government bond yields for the month prior to the month in which this obligation is incurred, plus an additional 1 percent per annum. Interest shall not be payable with respect to any amount which the City may legally withhold as a result of breach of contract or other contractual claim or if the delay is caused by the Contractor.

3. **Bond.** The Contractor agrees to furnish a Performance Bond in the amount of \$_____ and a Payment Bond in the amount of \$_____ in favor of City for the use of the City and of all persons doing work or furnishing skill, tools, machinery, materials, or insurance premiums under or for the purpose of this Agreement, to secure the faithful performance of this Agreement by the Contractor and to be conditioned as required by Minn. Stat. §§

574.26 to 574.32.

All Contractor bonds shall be furnished by the Contractor in a form and with a Surety company authorized to do business in Minnesota and satisfactory to the City.

The Contractor agrees to pay all laborers employed and all subcontractors furnishing material to the Contractor in the performance of this Agreement. If the Contractor fails to pay any claims and demands for labor and materials, the City may, in its sole discretion, apply the monies due to the Contractor toward paying and satisfying such claims and demands. The City has the right to apply monies due to the Contractor towards paying any accrued indebtedness or any claim which may hereafter come due against the Contractor. The amount of such payments shall be deducted from the balance due to the Contractor; provided that nothing herein nor any variation from the amounts and timing of the installments shall be construed as impairing the right of the City or of those to whose benefit the bond herein agreed upon shall insure, to hold the Contractor or surety liable on the bond for any breach of the conditions of the same nor as imposing upon the City any obligation to laborers, materialmen, contractors, or sureties to pay or to retain for their benefit any monies coming to the Contractor hereunder.

4. **Commencement and Completion of Work.** The Contractor hereby agrees to commence and complete work in accordance with the plans and specifications for the Project.

If the Contractor fails to complete the Project by said date, unless excused by written consent of the City, the City shall have the right to deduct from any money due or which may become due to the Contractor, the amount of One Thousand Dollars (\$1,000) per day between the time stipulated for the completion and the actual date of completion. If no monies are due to the Contractor, the City shall have the right to recover such sum as liquidated damages. In addition to such liquidated damages, the Contractor agrees to pay all costs of local superintendence of the work during such delay. The Contractor agrees to notify the City in writing of any cause of delay of the Project within 24 hours

after such cause of delay arises. If the Contractor fails to complete the Project by the time hereinbefore specified, the City may immediately, or at any time thereafter, proceed to complete the Project at the Contractor's expense. If the Contractor gives written notice of a delay over which the Contractor has no control, the City may at its discretion, extend the completion date, and in such case the Contractor shall become liable for liquidated damages and costs of local superintendence only after the extended completion date.

5. **Permits.** Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work, shall comply with all lawful requirements applicable to the work, and shall give and maintain any and all notices required by applicable law pertaining to the work.

6. **Taxes.** Contractor shall pay any applicable state sales taxes and shall also be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries or other remunerations paid to employees of the Contractor and shall submit evidence of same to City when requested.

7. **Independent Contractor.** Contractor agrees that it is performing this Agreement as an independent contractor for the City. Contractor agrees that it is solely responsible for supervision and direction of the work performed under this Agreement by its employees, agents, and subcontractors. Contractor acknowledges that it serves as sole employer with respect to any of the employees employed by it for performance of such work, and is responsible for the methods and manner of such work performed under this Agreement.

8. **Mechanic's Liens.** The Contractor hereby covenants and agrees that Contractor will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Contractor

shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Contractor may contest any such lien provided the Contractor first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

9. **Indemnification.** The Contractor shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of the Contractor or the Contractor's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Agreement or the Project. The Contractor agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require. Contractor shall defend the City against the foregoing, or litigation in connection with the foregoing, at Contractor's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. Contractor agrees, that in order to protect itself and the City under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances required in the paragraph entitled, "Insurance." Nothing in this Agreement shall be construed to waive any immunities or limitations to which the City is entitled under Minn. Stat. Chapter 466 or otherwise.

10. **Term and Termination.**

- a. **Term.** This Agreement shall be in effect until such time as the Project is completed, _____, 20____, or as otherwise provided in this Agreement, whichever comes first.
- b. **Termination.** This Agreement may be terminated by either party for any reason or for convenience by either party upon ten (10) days written notice. In the event of termination under this paragraph, City shall be obligated to Contractor for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.
- c. **False Statement.** Notwithstanding any term or condition contained herein, this Agreement may be terminated by the City at any time upon discovery by the City that the prime contractor or subcontractor, as those terms are defined in statute, has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minnesota Statutes, section 16C.285, subdivision 3.

11. **Default.** If at any time the City determines that the performance of the work under this Agreement is being unnecessarily delayed, that the Contractor is violating any of the conditions of this Agreement, or that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then this shall constitute default and the City may serve written notice upon the Contractor, and its surety if a performance bond has been executed, of the City's intention to terminate this Agreement. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, City may immediately cancel this Agreement or exercise any other rights or remedies available to the City under this Agreement or law. In the event of Contractor's default, Contractor shall be liable to the City for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by City in

enforcing this Agreement.

12. **GENERAL TERMS:**

- a. **Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- b. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. **Guarantee.** The Contractor further agrees to guarantee all materials and parts supplied under this Agreement against inferiority as to specifications, such guarantee to be unconditional. It is agreed and understood by the Parties hereto that the use of said work and improvement Project at any time by the City for any purposes shall not be construed to be or operate as an acceptance by the City of the work or Project to be done by the Contractor under this Agreement.
- d. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other Party.
- e. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Contractor.
- f. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to

civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. The Contractor shall not discriminate in the hiring of labor for the performance of any work under this Agreement or any subcontract hereunder or in selecting a material supplier or vendor on the basis of race, creed, color, sex, or national origin; and shall not discriminate against any persons who are citizens of the United States and who are qualified and available to perform the work on the Project. The Contractor and any subcontractor, material supplier, or vendor shall not in any manner discriminate against, or intimidate, or prevent the employment of any such person from performing work under this Agreement or any subcontract hereunder on the basis of race, creed, color, sex, or national origin. Any violation of this Paragraph shall be a misdemeanor; and this Agreement may be canceled or terminated by the City, and all money due, or to become due, may be forfeited, for a second or any subsequent violation of the terms or conditions of this Agreement.

- g. **Interest by City Officials.** No elected official, officer, or employee of City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- h. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Contractor agrees that the City, the State Auditor, or any of their 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 Contractor and involve transactions relating to this Agreement. The Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- i. **Force Majeure.** The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
- j. **Compliance with Laws.** The Contractor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Contractor is responsible.
- k. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- l. **Data Practices.** The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- m. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement.

Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

- n. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- o. **Entire Agreement.** These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the City, to federal and state agencies and state personnel involved in the payment of City obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other City liabilities.
- q. **Payment to Subcontractors.** As required by Minn. Stat. § 471.425, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the City for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- r. **Patented Devices, Materials and Processes.** If this Agreement requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Agreement, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.
- s. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- t. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and the Contractor arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day
and year first above written.

_____, **CONTRACTOR**

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

CITY OF NORTHFIELD, MINNESOTA

By: _____
Rhonda Pownell, Its Mayor

Date: _____

By: _____
Deb Little, Its City Clerk

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public within and for said County, personally appeared _____ and _____, to me personally known, who, being by me each duly sworn, did say that they are respectively the _____ and the _____ of _____, the **corporation** named in the foregoing instrument, and that said instrument was signed on behalf of said **corporation** and said _____ and _____ acknowledged the said instrument to be the duly authorized, free act and deed of said **corporation**.

Notary Public

EXHIBIT 1

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

NOTICE OF AWARD
Owner: City of Northfield, Minnesota

TO: _____

Project Name: _____

Project Description: _____

The Owner has considered the Bid submitted by you for the above-referenced work in response to its Advertisement for Bids dated _____, 20__, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for the Project in the amount of \$_____.

You are required by the Instructions to Bidders to execute the enclosed Agreement and furnish the required performance and payment bonds and certificate(s) of insurance within fifteen (15) calendar days from the date you receive this Notice.

If you fail to execute said the enclosed Agreement and to furnish said bonds and certificate(s) within fifteen days from the date of receipt of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security to the Owner.

You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this ___ day of _____ 20__.

City of Northfield, Minnesota
(owner)

By: _____
David E. Bennett

Title: Public Works Director/City Engineer

ACCEPTANCE OF NOTICE: Receipt of the above Notice of Award is hereby acknowledged.

By _____ this the ___ day of _____, 20__.

By _____

Title: _____

NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, on or after _____, 20__, and the contractor shall complete all work within _____ working days, beginning on _____, 20__.

You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this__ day of____ 20__.

CITY OF NORTHFIELD
(Owner)

By: _____
David E. Bennett

Title: Public Works Director/City Engineer

ACCEPTANCE OF NOTICE: Receipt of the above Notice to Proceed is hereby acknowledged by _____ this the _____ day of _____, 20__.

By: _____

Title: _____

