



# Request For Proposals

## Construction Services for Park Building and Shelter Kitchen Additions for Group One - Park Bond Reinvestment Projects

**RFP Number: COBP – PBRP2**

**Quest CDN Number: 7148722**

**Release Date: 06/11/2020**

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# SECTION 1

## ADMINISTRATIVE REQUIREMENTS

### 1.1 OVERVIEW

Brooklyn Park ('City') is issuing this Request for Proposal ('RFP') to solicit proposals from qualified and experienced firms (hereinafter referred to as 'Proposers') to construct park building additions at Willowstone Park and Northwoods Park, and additional site work to accommodate prefabricated kitchen buildings at the Central Park and River Park shelters. The City of Brooklyn Park has been working with LHB, Inc. to design park buildings additions to add space needed in park buildings for Day Camp programming, including restrooms, kitchens, storage, and activity space that doubles as a storm shelter. The site work for the shelter kitchens will include earthwork and utility connections, to set prefabricated kitchen buildings provided by owner. The total construction budget for these projects is \$1,300,000. (see Exhibit 1 – Drawings and Specifications). Proposals shall be submitted in accordance with the requirements set in this document.

### 1.2 BUYER

The key contact listed below (referred to as "Buyer" herein) is responsible for the conduct of this procurement. Proposers SHALL NOT contact or communicate with any other Park employees. Any verbal or written communications between any Proposer (potential or actual), or its representatives and any Park employee, or contracted consultant regarding this procurement are strictly prohibited. Any violation of the requirements set forth in this Section may constitute grounds for immediate disqualification of the offending Proposer from participation in this procurement.

Contact Name: **Jeanine Machan**  
Title: **Program Assistant – Brooklyn Park Recreation & Parks Dept.**  
Address: **5600 85th Ave., N. Brooklyn Park, MN 55443**  
E-Mail: **Jeanine.Machan@brooklynpark.org**

### 1.3 ANTICIPATED PROCUREMENT SCHEDULE

The City will make every effort to adhere to the schedule below. However, the City reserves the right, at its sole discretion, to adjust the schedule of events as it deems necessary.

ACTIVITY	TIME	DATE
RFP Released / Issued		6/11/20
Pre-Proposal Meeting (Virtual Meeting)	10:30 am Central	6/16/20
Site Visit (by appointment)	8:30 - 11:30am Central	6/17/20
Deadline to submit questions	2:00 pm Central	6/24/20
<b>Proposal Due Date (Deadline to Submit)</b>	<b>10:00 am Central</b>	<b>7/10/20</b>
Shortlisting		7/15/20
Interviews	TBD	7/21/20
Clarification Period		7/22 – 8/14/20
Notice of Intent to Award		8/24/20

#### 1.4 PRE-PROPOSAL MEETING & SITE VISIT

A Pre-Proposal meeting will be conducted to provide an overview of the RFP, requirements, and essential information regarding the Attachments/Submittals required in this procurement. Attendance at this meeting is not mandatory, but highly recommended for all Proposers. To obtain the greatest benefit of the meeting, Proposers are strongly encouraged to send their direct supervisory personnel / critical project team members (in lieu of business development or sales personnel).

The **Pre-Proposal Meeting** will be held via video conferencing on June 16, 2020 at 10:30am Central time. Please RSVP for the meeting using this link:

<https://attendee.gotowebinar.com/register/1404504465779576075?source=rfp>

Proposers should also review the following videos before the Pre-Proposal Meeting:

1. RFP Process overview: <https://vimeo.com/426774199/e863c77e47>
2. Submittal Form B (Approach & Methodology): <https://vimeo.com/426775233>
3. Submittal Forms C & D (CRISPS & Alternatives): <https://vimeo.com/427002755>

A Site Visit will be offered for Proposers that would like to visit and walk the site of the park building additions. This visit is not mandatory, however, may be the only opportunity to visit the site prior to submitting the Proposal. Proposers should RSVP a list of personnel that will attend this Site Visit. Please email the Buyer a list of personnel (first and last names, phone numbers, and emails) of individuals that will attend the Site Visit.

Due to COVID-19, we are scheduling appointments for site visits at park building addition locations on June 17, 2020 from 8:30 am – 11:30am beginning at Northwoods Park (7600 107<sup>th</sup> Avenue North, Brooklyn Park, MN 55445). Proposers should plan to visit Willowstone Park (1909 95<sup>th</sup> Avenue North, Brooklyn Park, MN 55444) immediately after Northwoods Park. Please sign up for a start time at Northwoods by using this link:

<https://www.signupgenius.com/go/5080C45AFAA2DA3FC1-park>.

The River Park and Central Park locations are not included in this site visit time as it is expected that proposers will visit River and Central Parks independently. City staff is willing to meet proposers on-site at those locations by request.

#### 1.5 QUESTIONS, INQUIRIES, CLARIFICATIONS, REQUESTS FOR INFORMATION

Proposers are expected to promptly review this solicitation, including all of the submittal forms, attachments, exhibits, appendix, and addendum. Should a proposer find discrepancies or omissions in the RFP or other documents or should there be doubt as to their true meaning, the proposer SHALL submit such requests in email to the Buyer. All questions, inquiries, concerns, clarifications, noted discrepancies or omissions in the RFP documents shall be submitted in email to the Buyer. The e-mail subject line must include the RFP Number and name of the Buyer (for example: "RFP 12345 – Sara Evans"). Questions MUST be submitted in the following format: 1) Identify Section Number, Paragraph Number, Page Number 2) Identify Text of passage being questioned 3) Identify Question

#### 1.6 ADDENDA

City may issue addenda to make changes to the RFP, changes to the scope, respond to any questions, or provide clarification to information stated within the RFP. All written/published addenda shall become part of this RFP, and must be considered by the Proposer in its proposal.

All other communications are unofficial and non-binding. Proposers must acknowledge receipt of all addenda issued by City in Submittal Form A. If an addendum is issued amending this RFP, all provisions that are not modified remain unchanged

## **1.7 GENERAL TERMS**

The following terms and conditions apply to this RFP:

### **A. RIGHTS**

City expressly reserves the right to reject any or all Proposals, to investigate the qualifications and experience of any Proposer, to reject any conditions or exceptions in any Proposal, to reissue a revised Request for Proposals, request a Best and Final Offer (BAFO), negotiate with any, all or none of the proposers, and waive informalities, minor irregularities and discrepancies, and award a Contract without interviews, discussions or negotiations. City may award one or more contracts in response to this solicitation. City may cancel this RFP at any time. City is not responsible for any costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

The submission of a Proposal SHALL constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the RFP, the attachments, and the addenda (if any), and has reviewed and inspected all applicable laws, regulations, ordinances, and resolutions dealing with or related to this procurement. The failure or neglect of a Proposer to examine such documents, laws, regulations, ordinances, or resolutions SHALL in no way relieve the Proposer from any obligations with respect to the contract issued as a result of this RFP. City fully expects Proposers to work with City to collaboratively develop a comprehensive solution that meets the Program Goals as stated in this RFP.

### **B. ERRORS OR OMISSIONS**

City will not be liable for any errors or omissions in Proposer proposals. Proposers will not be allowed to alter proposals after the proposal due date without permission from City.

### **C. EXCEPTIONS**

Proposers are cautioned to limit exceptions, conditions, and limitations to the provisions of this RFP as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP.

### **D. VALIDITY OF PROPOSALS**

Proposals and subsequent offers shall be valid for a period of 60 days. City may request Proposers to extend the validity of proposals and offers for City's acceptance beyond the specified time period.

### **E. ADDITIONAL INFORMATION REQUIRED UPON REQUEST**

A detailed cost/price analysis may be requested of the Proposer in order to determine if the price proposed is fair and reasonable. If City determines that a cost analysis is necessary, the Proposer MUST be prepared to provide, upon request, summaries of estimated costs and documentation supporting all cost elements.

### **F. PUBLIC DISCLOSURE REQUIREMENTS**

All documents submitted in response to the RFP will become a matter of public record and shall be thereupon considered public records. If a bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, the bidder represents that it has a good faith belief that such material is exempt

from disclosure. A bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the proposal non-responsive and will be rejected. City is not liable or responsible for the disclosure of records marked "Trade Secret," "Confidential" or "Proprietary," including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of City or its Board, officers, representatives, assigns, successors, employees or agents.

**G. POST AWARD DEBRIEFING**

Within 30 calendar days after execution and delivery of the contract, upon written request to the City buyer of record, City will be available for an oral debriefing session for an unsuccessful Proposer. The debriefing will be limited to the debriefed Proposer's overall ranking, the strengths and weaknesses of its Proposal, and answer questions regarding the selection process. Debriefings shall not include a point-by-point comparison of the debriefed Proposer's proposal with the other proposals.

**H. PROTEST PROCEDURES**

The intent of this procedure is to provide a process for proposers to formally express any concerns with the content of the solicitation documents or a contract award. In order for a protest to be considered, the Protestor shall adhere to City's Protest Procedure by providing a written submission which shall contain, at a minimum, the following elements:

1. Name and address of the Protestor;
2. Its relationship to the procurement sufficient to establish that the Protest is being filed by an Interested Party;
3. Written proof that the Protest has been filed in a timely manner;
4. The specific RFP number and title identified in the solicitation;
5. The specific staff action or inaction that is being protested;
6. If the Protest is regarding the content of the solicitation documents, identify the provision(s) of the solicitation that is being protested (Content);
7. All supporting documentation to support the allegations in the Protest; and
8. Statement of specific relief being requested.

Any bidder in the course of a competitive solicitation who is determined non-responsive or who is otherwise not being recommended for award of a contract may Protest the solicitation award. Protests shall be filed with City within seven (7) calendar days of the date of the notice of a recommended award.

#### 2.1 ABOUT THE CITY OF BROOKLYN PARK

Brooklyn Park is a city of more than 80,000 people who represent vitality and opportunity. The City is unique and united as a community and represents extremely close-knit neighborhoods. Our residents hail from countries all over the world and more than half of our residents are people of color. In fact, one in five community members were born in another country and one-in-four speak a language other than English.

Many folks do not know Brooklyn Park is an undiscovered gem. The amenities of the community features 60 parks with and five special-use recreation facilities, including regional parks and trails and on its east boundary lies the Mississippi National River and Recreation Area (MNRRA). The City prides itself in having a park within a 10-minute walk of every home, much to the delight of our active residents. The City has a relatively high homeownership rate in comparison to other cities in the region, thanks to our diverse housing stock, which provides a place for everyone to live and grow. In a recent community survey, 90 percent of our residents said they were proud to call Brooklyn Park home.

The City is developing at a very fast pace and is looking for opportunities for new design and place making associated with the future construction of five light rail transit stops within Brooklyn Park. There is a high level of community reinvestment with more than 1,200 acres of open land for residential and business development. Fortune 500 Companies such as Medtronic, Target and Olympus also call Brooklyn Park home.

Brooklyn Park also has challenges. There is a \$70,000 annual household income gap between the highest income neighborhoods to the lowest. City infrastructures, of all types, are in need of repair or replacement, which is straining the City's budget. The City also has an image problem of not being safe, when in fact in 2015 we had the lowest crime rate in the past 30 years, while our population has significantly increased.

Despite our challenges, the City has a strong level of community engagement. City employees strive to make sure their work is inclusive. No City decision is made without consultation of the residents affected and no decision is made without taking into consideration cultural ramifications and equity.

Brooklyn Park is a city planning for its future. Brooklyn Park 2025 is an initiative to help the City identify its vision and goals to achieve by the year 2025 (<https://www.brooklynpark.org/brooklyn-park-2025/brooklyn-park-2025-progress/>).

These community goals are a result of months of community outreach and feedback from residents as to what issues they consider important for community investment. This will help to reinforce the City's mission in making Brooklyn Park a "thriving community, inspiring pride, where opportunities exist for all." It's what we live by and what our residents have come to expect.

#### Brooklyn Park 2025 Community Goals

1. A united and welcoming community, strengthened by our diversity.
2. Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination.
3. A balanced economic environment that empowers businesses and people to thrive.
4. People of all ages have what they need to feel healthy and safe.
5. Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper.
6. Effective and engaging government recognized as a leader.

## 2.2 RACIAL EQUITY NARRATIVE

In Brooklyn Park, city leaders and staff believe it is our responsibility to create an equitable and inclusive community. The number of people of color in Brooklyn Park has increased rapidly over the past 20 years, from 10 percent in 1990 to more than 50 percent today. Proactively addressing racial inequities is a priority, whereby creating a more effective systems that benefit all community members and improve trust with communities of color. The City's current demographics are what most other local jurisdictions will look like in 2040, therefore the City of Brooklyn Park is leading this effort in the Twin Cities metropolitan area. A few noted facts:

- People of color in our community are often disconnected from opportunities. Therefore, it is expected that the development of a Parks and Recreation System Plan that represents the vision for the community over the next 10 years will engage all members of the community in this visioning process.
  
- As an innovative city that does not shy away from challenges, we continue to make great strides in Brooklyn Park when it comes to racial equity. By analyzing our policies and practices to make small and large changes, we can transform our organization and community into places where opportunities truly exist for all. This work will continue, and this park reinvestment project provides opportunity to address any inequities in the park system.

## 2.3 RECREATION AND PARKS DEPARTMENT PROFILE

- a) **Guiding Principles:** Recreation and Parks provides enjoyment, fun, and opportunities for growth while improving the quality of life in Brooklyn Park. This is accomplished by providing a variety of quality parks and recreation programs, parks, trails, special use facilities and services that are relevant to the changing needs of the community, while focusing on the following areas:
  - Equity
  - Youth Development
  - Health and Wellness
  - Safety, Security, and Crime Prevention
  - Bringing the Community Together
  - Neighborhood Connectivity and Livability
  - Economic Development
  - Human Development
  - Environmental Stewardship
  - Cultural Richness
  
- b) **Organizational Structure:** The Recreation and Parks Department is comprised of four primary divisions:
  - The Recreation Services division is responsible for the planning and management of recreation programs and events.
  - The Parks and Facilities division is responsible for the planning and management of parks and special use facilities within the system.
  - The Youth Services Division works in partnership with the Recreation division and other departments within the City to ensure the needs of young people are voiced, addressed and met within the community. Youth Services works to engage young people in the social and civic infrastructure of Brooklyn Park.
  - The Parks Maintenance Division within the Operations and Maintenance Department provides the maintenance of the parks, trails and natural areas. Because of the unique maintenance standards at the golf courses (Edinburgh USA and Brookland Golf Park), Community Activity Center (including ice arenas), Historic Eidem Farm and Zanewood Recreation Center, the maintenance and operations of

these specialized facilities are the responsibility of the Parks and Facilities Manager within the Recreation and Parks Department.

- **About the Parks and Trails System:** The City of Brooklyn Park is a first ring suburb of the city of Minneapolis, located within Hennepin County. The City has 60 parks comprised of 1349 acres. Parks vary in size and include mini neighborhood parks, neighborhood parks, community parks, sports parks and trails. The City has two regional trails and one large regional park (Mississippi Gateway Regional Park), owned and operated by Three Rivers Park District within the City's boundaries. On the eastern edge of the city, adjacent to the City's River Park, is the National Park Service, Mississippi National River and Recreation Area. Please reference the following link to the 2018 Park System Plan to learn more about the recreational opportunities and featured inventory of amenities within the Brooklyn Park, parks and trails system: <https://www.brooklynpark.org/park-system-plan/>

c) **2018 Park Bond Referendum Reinvestment Plan**

The Brooklyn Park City Council approved placing a \$26M Natural Resource Protection and Park Improvement Bond Referendum on the Nov. 6, 2018 ballot. The Park Reinvestment Plan was approved by 63% of community voters and included the following parks and natural resource reinvestments and improvements.

1. Brooklyn Park Sports Dome
2. Park Building Additions
3. Shelter Kitchen Additions
4. Park Redevelopment of three parks
5. Historic Eidem Farm Improvements
6. Hometown Ballfield
7. Trails, Wayfinding and Lighting
8. Natural Resource Management
9. Development of large picnicking areas

## 2.4 CURRENT CHALLENGES

The Recreation and Park Department continues to renovate and expand facilities and programming to meet the changing needs of our community. The Day Camp locations at Northwoods and Willowstone are at capacity with participants, and several families have to be turned away each year. The shelters at River Park and Central Park are the largest picnic areas in the park system. Groups often lack the ability to properly refrigerate and store food for events so investing in kitchen facilities will help meet this need.

## 2.5 ADDITIONAL INFORMATION

- Park System Plan Link to City Website - <https://www.brooklynpark.org/park-system-plan/>
  - Park System Survey - Chapters – Community engagement summary Chapter 3 – pages 25-46

## SECTION 3

### STATEMENT OF WORK

#### 3.1 PROJECT HIGH LEVEL SUMMARY AND GOALS

- A) The City of Brooklyn Park is seeking to construct additions to existing park buildings at Willowstone Park and Northwoods Park to achieve the following goals:
  - a. Create additional recreation program space
  - b. Provide storm shelter space needed for full day camps
  - c. Construct additional kitchen and storage space
- B) Provide site work to accommodate prefabricated kitchens at the Central Park and River Park shelters. The City of Brooklyn Park will provide prefabricated buildings for the Proposer to install and connect to utilities to create kitchen space to safely store and serve food.

Refer to Exhibit 1 (Drawings and Specifications) for project details.

#### 3.2 BUDGET CONSTRAINTS

The total budget for the construction services for park building additions and site work and utility connections for the shelter kitchens is \$1,300,000. The prefabricated buildings will be provided by the City of Brooklyn Park and is not included in this budget amount.

#### 3.3 SCHEDULE EXPECTATIONS

The park building additions and shelter kitchen additions should be complete by June 1, 2021 in order to allow for full use of facilities.

#### 3.4 UNIQUE CONSIDERATIONS & SPECIAL REQUIREMENTS

The site work at River Park is being completed in conjunction with a separate City of Brooklyn Park project and will require additional coordination for location of utility access to connect pre-fabricated kitchen building.

#### 3.5 POST AWARD REPORTING

The awarded Proponent will be required to prepare and submit monthly deviation reports. A monthly deviation report will be used to analyze the performance of the project/service. A deviation is defined as anything that may potentially impact the original awarded contract cost, schedule, scope, or quality. A deviation may also be thought of as a potential 'change' in the contract award. Should the Proponent encounter or identify potential deviation (to cost, schedule, or scope), they must identify it in the report, along with a short and concise description of the deviation, reasons why the deviation occurred, and a plan/strategy to mitigate the deviation. Each deviation must have an estimated impact to the awarded cost or awarded schedule. The monthly reports do not substitute or eliminate any progress reports, change order processes, or any other traditional reporting systems or meetings that the City may require or that the Proponent may perform.

# SECTION 4

## PROPOSAL REQUIREMENTS

### 4.1 ADHERENCE TO REQUIREMENTS

Proposals SHALL be submitted in accordance with the requirements set in this document. Any proposal that does not adhere to the requirements in this RFP may be deemed non-responsive and rejected.

### 4.2 DUE DATE AND TIME

All proposals are due at the date and time specified in the Anticipated Procurement Schedule in Section 1.3. Late proposals will not be accepted or considered. Delays due to mail handling, including, but not limited to, City's internal mail handling, will not excuse late delivery of proposal. It is the responsibility of the Proposer to ensure that the proposal is received by City by the specified deadline.

### 4.3 GENERAL FORMAT

All materials submitted SHALL become a part of the proposal and may be incorporated in a subsequent contract between City and the selected Proposer. All responses/submittals to this RFP SHALL be made in accordance with the format outlined in this section. The proposal Shall be written in the English language, be on standard 8 ½" x 11" paper size and be single-spaced with a minimum font size of ten. Failure to submit in the requested format or failure to submit all the required forms may cause a proposal to be deemed non-responsive.

### 4.4 HARDCOPY SUBMISSION REQUIREMENTS

Proposers SHALL submit one (1) hardcopy proposal package (that is sealed) as outlined below:

- The Fee Schedule **MUST** be submitted in a separate sealed envelope within the proposal package.
- The proposal should be stapled together. Please do not bind the proposals in any other fashion to allow for easy duplication and distribution
- The package SHALL include all required submittals.
- The package SHALL be addressed and mailed to the City and clearly labelled as follows:

**Attention:**

**Jeanine Machan**

**Program Assistant, Recreation and Parks Department**

**Community Activity Center**

**5600 85<sup>th</sup> Avenue North**

**Brooklyn Park, MN 55443**

- **The proposal package SHALL contain three (3) separate and sealed envelopes:**
  - ENVELOPE 1: Contains Submittal Form A-D
  - ENVELOPE 2: Contains **only** Submittal Form E (Fee Schedule)
  - ENVELOPE 3: Contains an electronic copy of the hardcopy proposal (in Adobe PDF or MS Word format) on a USB stick.

### 4.5 SUBMITTAL FORM TEMPLATES

The Proposer MUST ensure that their response meets all form and content requirements detailed within this RFP. This RFP contains attached Submittal Forms, which MUST be used by the Proposers to submit their Proposal. Proposers SHALL NOT re-create these documents, create their own Submittal Forms, or edit the format structure of the Submittal Forms. An electronic copy of each Submittal Form is posted at <https://www.brooklynpark.org/open-government/bids-rfps>. The

Proposer MUST download, complete, and submit each Submittal Form in their response. Any response that does not adhere to these requirements may be deemed non-responsive and rejected.

**4.6 SPECIAL FORMATTING REQUIREMENTS**

The Proposer MUST ensure that their Proposal meets all the special formatting requirements identified in this Section. This includes requirements regarding anonymity and maximum page limits.

**Anonymity:** The Submittal Forms listed below MUST NOT contain any names that can be used to identify who the Proposer is (such as company names, company letterhead, personnel names, project names, contractor names, architect names, engineer names, subcontractor names, subconsultant names, manufacturer or supplier names, or product names).

**Page Limits:** The Submittal Forms listed below have maximum page limit requirements. Proposers MUST NOT exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the Proposer can only provide a response on one side of a piece of paper).

**Cost Information:** Cost information shall only be contained within the Fee Schedule Submittal Form. No other document or Submittal Form may contain cost or fee information.

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Proposer Background & Certifications	No	n/a
Submittal Form B – Approach & Methodology	YES	1-Page
Submittal Form C – Concerns, Risks, Intuitions, Suspicions, Problems	YES	2-Pages
Submittal Form D – Alternatives, Opportunities, and Value Plan	YES	2-Pages
Submittal Form E – Fee Schedule	No	n/a

Any Submittal Form that does not follow these instructions may receive a ‘0’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. City also reserves the right, in its sole discretion, to modify a Proposal to remove any minor information that may be non-compliant.

**4.7 PROPOSER BACKGROUND & CERTIFICATIONS (SUBMITTAL FORM A)**

The Proposer must provide information regarding the Proposer, the Proposer Team, Addenda verification, Conflict of Interest, Ethics, and Signatures. The Proposer is responsible for assigning and naming key personnel (individuals) to this Contract/Agreement (in this Submittal Form). These individuals are expected to devote the greatest time commitment at the operational level (rather than an executive, partner, sales representative, or other staff that will be less directly involved in day-to-day operations). The Proposer will not be permitted to remove or replace these individuals during the first 12-months of this Contract, unless requested and approved by the City (with the exception of uncontrollable events such as: retirement, injury/sickness/death, or resignation).

**4.8 APPROACH & METHODOLOGY (SUBMITTAL FORM B)**

The Proposer MUST complete and submit this Submittal Form. This document should demonstrate to the City that the Proposer can visualize what they are going to do to successfully deliver this project/service. The Proposer should summarize their goals and objectives and provide a brief roadmap, which describes the general approach (major activities or tasks), which will be utilized to

successfully deliver the project/service. The Proposer should provide sufficient information to demonstrate their understanding of the requirements, and for meeting these requirements. This document should be a concise synopsis of the critical tasks that will be taken to meet City's expectations (cost, time, quality, etc.). *SPECIAL NOTE: See Section 4.6 for special formatting requirements that apply to this Submittal.*

#### **4.9 CONCERNS, RISKS, INTUITIONS, SUSPICIONS, PROBLEMS (SUBMITTAL FORM C)**

The Proposer should address concerns, risks, intuitions, suspicions, or problems (CRISPs) that may impact the successful delivery of this project, considering all expectations as described in this RFP. The Proposer should list and prioritize these items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, design concerns, or other areas that may be a source of dissatisfaction for City. The Proposer should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks, issues, or challenges.

Each item should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid concern. The Proposer should also explain how it will avoid or minimize the CRISPs from occurring. If the Proposer has a unique method to minimize the CRISP, the Proposer should explain it in non-technical terms. *SPECIAL NOTE: See Section 4.6 for special formatting requirements that apply to this Submittal.*

#### **4.10 ALTERNATIVES, OPPORTUNITIES, AND VALUE (SUBMITTAL FORM D)**

This Submittal Form provides Proposers with an opportunity to identify any alternatives, opportunities, innovation, or value-added options or ideas that may benefit City, the project, or the service. This may include ideas regarding implementation timelines, alternative approaches, alternative goals, deliverables, methodologies, etc., provided these alternatives fall within the scope and constraints of this project/service. Value added ideas **MUST NOT** be included in the base fee of the cost proposal. Proposers are advised to suggest relevant ideas that explain how they will reduce risk, reduce cost, save time, or increase the quality of services being offered.

The Submittal Form requests a brief description of why the idea adds value to City or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may make reference to the potential impact to the cost and schedule in terms of estimated percentages. *SPECIAL NOTE: See Section 4.6 for special formatting requirements that apply to this Submittal.*

#### **4.11 FEE SCHEDULE (SUBMITTAL FORM E)**

The Proposer **MUST** complete all information requested in this Submittal Form. The purpose of the Fee Schedule is to provide a standard format by which the Proposer submits to the City costs (and attached supporting information) suitable for detailed review and analysis. The Proposer is not permitted to adjust or modify this form, and may not include additional rates, amounts, costs, information, exceptions, or limitations to their costs proposal. Failure to meet these requirements may deem the Proposal to be non-responsive.

The Proposer must provide a total all-inclusive price proposal which shall include all direct and indirect costs by cost component such as labor, overhead, general administrative rate and profit. By submission of this proposal, the Proposer grants to City the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised in connection with any negotiations/discussions prior to contract award.

The Proposer must also provide their project schedule, including start date, substantial completion date, and final completion date.

As a reminder, this Submittal Form **MUST** be submitted in a separate sealed envelope and the cost/fee information **MUST NOT** be submitted in any other Submittal Form.

## EVALUATION CRITERIA AND PROCESS

### 5.1 CRITERIA AND WEIGHTS

Proposals will be evaluated based on their overall value to City, considering both cost and non-cost factors as described below.

Weighted Criteria	Reference	Weight
Approach & Methodology	Submittal Form B	75
Concerns, Risks, Intuitions, Suspicions, Problems	Submittal Form C	125
Alternatives, Opportunities, & Value Plan	Submittal Form D	100
Overall Project Duration	Submittal Form E	50
Fee/Cost Proposal	Submittal Form E	300
Interviews	Section 5.4	350
Total		1,000

### 5.2 EVALUATION COMMITTEE

An Evaluation Committee will be used to evaluate specific portions of the Proposal Submittal Forms. The Evaluation Committee is expected to contain approximately 3-5 City employees that may or may not have technical expertise with this particular type of project/service.

### 5.3 EVALUATION PROCESS

The steps below provide a summary of the process that the City will use to evaluate and prioritize Proposals:

- a) Proposals will be assessed for compliance with mandatory responsive and responsibility requirements. Proposals that fail these requirements will be eliminated from further consideration.
- b) The Buyer will then assign an anonymous and unique code to each proposal document.
- c) The anonymous Submittal Forms, from each responsive Proposal, will be sent to the Evaluation Committee. No cost information, schedule information, or team information will be shared or provided to the Evaluation Committee members.
- d) The Evaluation Committee members will evaluate and score the documents based on the degree to which the Proposal has met the requirements of the Submittal Form. Ratings may be performed on a 1-5-10 rating scale. Evaluators will review, rate, and score the documents independently from one-another (from other evaluators).
- e) The Evaluators will submit their individual scores to the Buyer, who will then average all of the evaluator responses.
- f) These scores will be used along with the other criteria (in Section 5.1) to prioritize all of the proposals (excluding interviews).
- g) The top-ranking proposals will be shortlisted and invited to the Interview process
- h) The Evaluation Committee will evaluate and score the interviews (performed with the shortlisted Proposers)
- i) The Buyer will perform a final prioritization/ranking based on all of the criteria and weights in Section 5.1.
- j) The highest ranked vendor will be invited into the Clarification Period, and upon successful completion, will be awarded a contract.

#### 5.4 INTERVIEWS OF KEY PERSONNEL

After the written Proposals have been prioritized, the City may shortlist and interview the top three highest ranking Proposers. City may increase the number of shortlisted Proposers to include any other Proposers that have a total overall score that is within 5% of the third ranked Proposers overall score. The shortlisted Proposers will be invited to participate in Interviews to be held July 21, 2020.

The City will interview the following individuals:

- i. **Construction Project Manger**
- ii. **Site Superintendent**

The individuals that will be interviewed MUST be the same individuals that are identified in Submittal Form A of the Proposers Proposal. No substitutes or proxies will be allowed. No other individuals (from the Proposers organization) will be allowed to sit in or participate during the interview session. Individuals who fail to attend the interview will be given a "1" score, which may jeopardize the Proposers competitiveness.

Interviews are expected to last approximately 20-30 minutes per individual and may be done via telephone or video conferencing. Interviewees may not bring or use notes, presentation materials, or handouts. City will interview individuals separately (not as a team). Interviewees may be prohibited from making any reference to their proposed cost/fee. Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach.

#### 5.5 FINAL PRIORITIZATION

After the interviews have been scored by the Evaluation Committee, the Buyer will perform a final prioritization based on the criteria and weights described in Section 5.1. The City will then perform a cost reasonableness assessment, in the following manner:

- If the highest ranked Proposer's total cost is within 10% of the second highest ranked Proposer's total cost, the City will invite the highest ranked Proposer to the Clarification Period.
- If the highest ranked Proposer's total cost is more than 10% higher than the second highest ranked Proposer's total cost, the City reserves the right to invite the second highest ranked Proposer to the Clarification Period.

#### 5.6 CLARIFICATION PERIOD

The Clarification Period is carried out prior to the signing of a contract. The intent of this period is to allow the apparent best-value Proposer an opportunity to clarify any assumptions, issues, or risks, and confirm that their proposal is accurate. City's objective is to have the project completed on time, without any cost increases, and with high customer satisfaction. It is the Proposer's responsibility to ensure that the Proposer understands City's subjective expectations.

The Proposer will be required to preplan the project in detail to ensure that there are no surprises, and to prepare a Clarification Document, containing the information as described below:

- a) **Verify the Fee/Cost Proposal:** Clarify the fee schedule. The Proposer is expected, in good faith, to incorporate in and submit any additional data, supporting schedules, or substantiation reasonably required.
- b) **Provide a Project Schedule:** Prepare a high-level schedule of the project (with major milestones or tasks). If requested, prepare a detailed milestone schedule

- c) **Provide a Client Action Item Schedule:** Prepare a schedule of any/all activities, actions, or decisions needed from City (including specific due dates and client names responsible for the activities). This MUST be a separate document from the overall project schedule. This should be provided in a very simple format. Identify the roles and responsibilities of City or its personnel
- d) **Align Expectations:** Coordinate the project/service (schedule, cost, activities) with all critical parties (subcontractors, consultants, suppliers, manufacturers, etc). Create a detailed project plan. Review any unique technical requirements with City.
- e) **Key Assumptions:** Provide a summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the Proposer has assumed City will perform, items/tasks required from City, and items/tasks that have not been included in the proposal (items that the Proposer feels are outside the scope of work). This should also include any critical expectations or responsibilities that the Proposer has of City, City personnel, or other parties/organizations that are not contracted to by the Proposer.
- f) **Risk Mitigation Approach:** Identify all risks, activities, or concerns that may be unforeseen or not within the control of the Proposer. This is in addition to the Risk Assessment Plan that was developed and submitted with the Proposal. This should include everything (realistically) that may prevent the Proposer from being successful on this project. This may include: proposer risks, owner risks, other party risks, and unforeseen risks. Identify if there are any strategies to mitigate these items. Provide a plan of how unforeseen risks will be managed. Identify what (if anything) concerns you the most, or is very unique about this project
- g) **Financial Resources and Responsibility** – Provide necessary information on the Proposer's ability to meet its financial obligations based on the RFP's estimated budget range. Financial analysis includes and is not limited to standard accounting ratio analysis. Proposer will be required to provide the most recent three (3) years audited financial statements (Balance Sheet, Income Statement, and Cash-Flow Statement), including notes to the financial statements or the period of the company's existence, if shorter.
- h) **Contract Insurance Requirements** – It is City's policy that upon the award of a contract, the successful Proposer SHALL provide evidence of insurance that complies with the insurance requirements of the contract and with City policies. The successful Proposer SHALL submit acceptable evidence of the required insurance, from insurers acceptable to City, within 30 calendar days after award. Insurance SHALL be maintained current throughout the term of the contract. Said evidence of insurance SHALL be on file with the Risk Management Section in order to commence work under the contract and in order to receive payment for services for work rendered under the contract.
- i) **Reference Verification** - City may conduct reference checks on the firm and all of the key personnel. City reserves the right to seek additional references independent of those supplied by the Proposer, including internal references in relation to the Proposer's and any subcontractor's performance under any past or current contracts with City or other verifications, as necessary. If the Proposer is deemed unsuitable by City in its sole discretion, the Proposer's Qualification may be rejected.
- j) **Subcontractor Plan** – Provide a summary of how the Proposer will select their critical subcontractors. City expects that the critical subcontractors will be selected in a similar fashion based on overall value.

- k) **Organizational Approach** - Proposer shall describe the organizational approach for its proposed team, including the roles of and management of subconsultants, and an organizational chart that identifies overall reporting structures. The approach to risk management and process for escalating issues within the Proposer's organization and City should be identified. Provide information that is detailed enough to demonstrate that the Proposer has the project management skills to deliver the required project on time and within budget. Approach shall detail what reporting (including frequency) will be made available to City and how City will be afforded visibility into Contractor performance. Transition and disengagement procedures should be addressed for work that will be handed off to City.
- l) **Provide Any Additional Requested Documentation:** Provide a detailed project/work plan, testing and commissioning plan, safety plan, staffing plan, operational plan, maintenance plans, warranties, contracts, bonding and insurance, background checks, additional references, and reference information, etc.

The potential best value Proposer will be required to conduct and participate in several meetings throughout the Clarification Period. At a minimum, City will require the Proposer to conduct a kickoff meeting at the beginning of the Clarification Period. The Proposer will lead the kickoff meeting and is expected to be prepared to present the following information:

- Description of their plan for project execution and management
- High level schedule for project delivery
- Address any major concerns provided by City
- Identify and address any major deal breakers, obstacles, challenges, or issues
- Address all project assumptions, focusing on issues or activities that the Proposer does not directly control and clearly identify any information or actions needed from City to support successful project delivery.
- Propose a schedule for items that must be reviewed in detail and resolved during the Clarification Period.

The potential best-value Proposer will be required to hold a final summary meeting at the end of the Clarification Period. This meeting is to present a summary of the final details that were discussed and resolved during the clarification period. The Proposer will lead the meeting to present the entire Proposal, project execution plan, and identified risks and mitigation plans.

City reserves the right at its sole discretion to negotiate with the potential best-value Proposer during the Clarification Period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.)

At any time during the Clarification Period, if City is not satisfied with the progress being made by the invited Proposer, or if the Proposer and City fail to agree to terms or fail to execute a contract, City may terminate the Clarification Period activities and then commence or resume a new Clarification Period with an alternative Proposer.

## 5.7 AGREEMENT (EXHIBIT 2)

The Proposer is expected to sign the Agreement provided in Exhibit 2. City reserves the right to reject a Proposal that is noncompliant, or takes exception, with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), should be made during the Q&A period of the RFP. Please include the following information with any change/exception that you are proposing:

1. Identify the statement/clause/requirement that the Proposer takes exception to

2. Identify why the statement/clause/requirement is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made

## **SUBMITTAL FORM A**

### **Proposer Background & Certifications**

**PROJECT INFORMATION**

RFP Number: COBP – PBRP2  
 Project Name: Construction Services for Park Building and Shelter Kitchen Additions for Group One - Park Bond Reinvestment Projects

**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Contact Information (Individual that can be contacted for clarification on this proposal package)

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Email \_\_\_\_\_  
 Telephone \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

The Internal Revenue Service (IRS) requires that all service providers and goods and materials suppliers furnish a Taxpayer Identification Number (TIN) to the party that pays them. Please provide your Taxpayer Identification Number (TIN) below:

Taxpayer Identification Number (TIN): \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT**

The Proposer acknowledges receipt of the following addenda, and has incorporated the requirements of such addenda into their proposal. Failure to identify and sign for all addendum may subject the Proposer to disqualification. The Proposer must list all addenda's (by number), then initial and date to confirm that you have received and incorporated them into your Proposal. The Proposer may add more rows as necessary

Number	Initial & Date						

**NON-COLLUSION AFFIDAVIT**

The bidder or proposer agrees to furnish any or all of the aforementioned materials or services as may be awarded and declares under penalty of perjury that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person or entity not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

The bidder or proposer agrees, upon the acceptance of this Proposal, to enter into and execute a contract consisting of the documents identified as Contract Documents or Agreements for furnishing any or all materials or services embraced in the accepted Proposal at the submitted prices, to execute a bond conditioned upon the faithful performance of the contract when required, to adhere during the performance of the contract to all terms and conditions, comply with all Brooklyn Park policies and codes as required by applicable law, and to meet or exceed the subcontractor dollar amounts committed to by the bidder.

When a bid bond is required, the bidder or proposer furthermore agrees that, in case of default in execution of such contract with necessary bond, the check or bond accompanying this Proposal and the money payable thereon shall be forfeited to and remain the property of Brooklyn Park.

The bidder or proposer certifies, by submission of this proposal that it and its principals are not presently debarred or declared ineligible to bid by any Federal, State or local agency(ies). The bidder or proposer further agrees that Brooklyn Park may consider such debarment records in determining bidder responsibility and subsequent recommendation of award.

The bidder or proposer declares under penalty of perjury, according to the laws of the State of Minnesota, that the foregoing is true and correct.

_____	_____
Print Name & Title	Company Name
_____	_____
Signature of Authorized Certifying Official	Date

**DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION CERTIFICATION**

The contractor certifies, by submission of this proposal, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this proposal\*. \*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of Minnesota.

_____	_____
Print Name & Title	Company Name
_____	_____
Signature of Authorized Certifying Official	Date

**CRITICAL TEAM MEMBERS**

The Proposer is responsible for assigning key personnel (individuals) to this Contract/Agreement. These individuals cannot be removed, replaced, or transferred from the Contract/Agreement (see RFP for additional information). Identify the critical team members as defined below:

- **Construction Project Manager:** Individual leads that will serve as the daily point of contact, and will manage the construction phase activities
- **Site Superintendent:** Individual that will be the lead foreman or superintendent that will be onsite daily throughout construction

Identify the critical team members listed below:

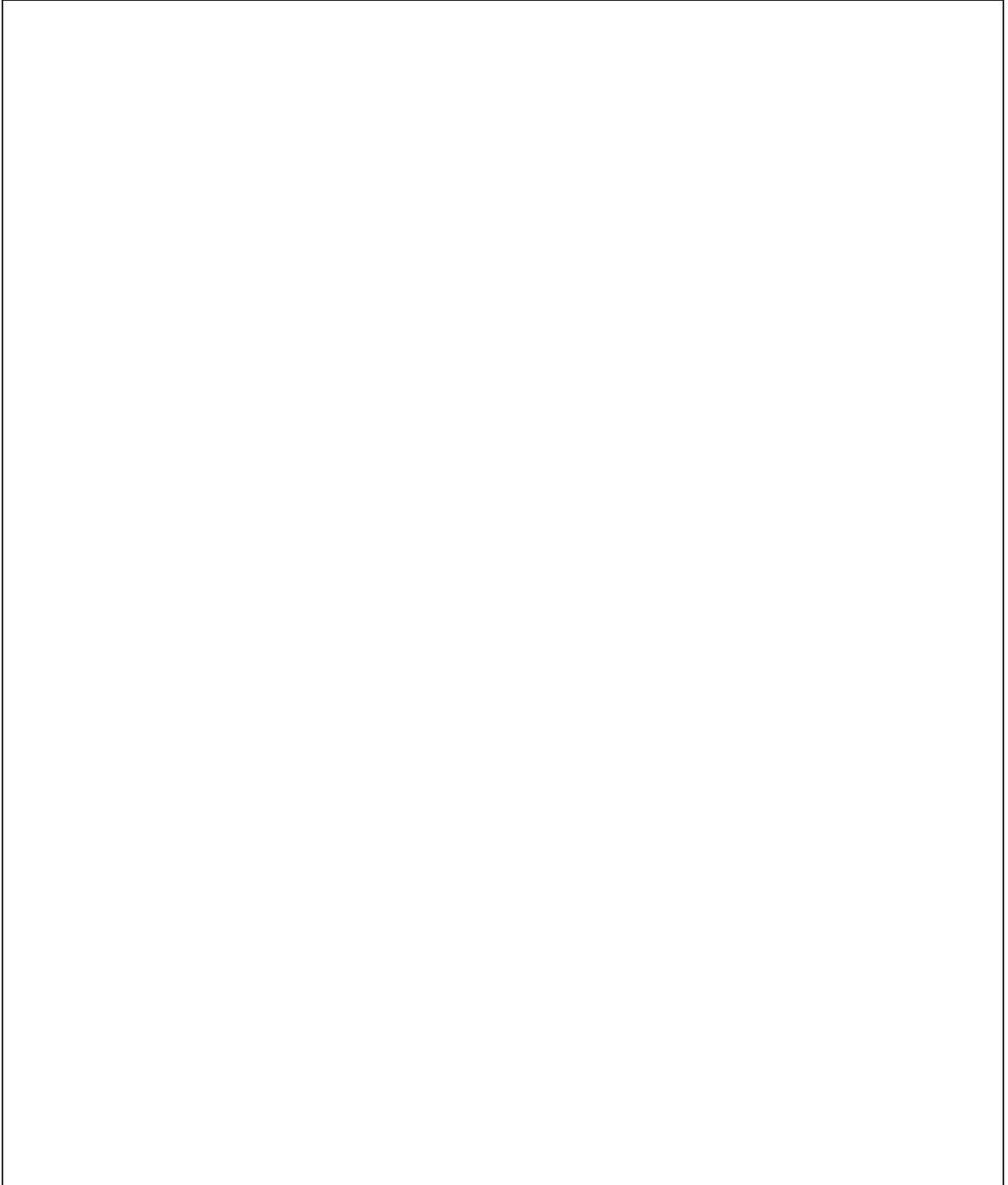
**Construction Project Manager** (Individual) \_\_\_\_\_

**Site Superintendent** (Individual): \_\_\_\_\_

# SUBMITTAL FORM B

## Approach & Methodology

*SPECIAL REQUIREMENTS: This Submittal Form must NOT contain any names that can be used to identify the Proposer, must NOT identify the cost/fee, and must NOT exceed the maximum page limit (see RFP Sections 4.6).*



# SUBMITTAL FORM C

## Concerns, Risks, Intuitions, Suspicions, Problems

*SPECIAL REQUIREMENTS: This Submittal Form must NOT contain any names that can be used to identify the Proposer, must NOT identify the cost/fee, and must NOT exceed the maximum page limit (see RFP Sections 4.6).*

**CRISP 1:**

**Description:**

**Strategy:**

**CRISP 2:**

**Description:**

**Strategy:**

**CRISP 3:**

**Description:**

**Strategy:**

**CRISP 4:**

**Description:**

**Strategy:**

**CRISP 5:**

**Description:**

**Strategy:**

# SUBMITTAL FORM D

## Alternatives, Opportunities, & Value Plan

*SPECIAL REQUIREMENTS: This Submittal Form must NOT contain any names that can be used to identify the Proposer, must NOT identify the cost/fee, and must NOT exceed the maximum page limit (see RFP Sections 4.6).*

**Idea 1:** \_\_\_\_\_  
**Description:** \_\_\_\_\_

**Idea 2:** \_\_\_\_\_  
**Description:** \_\_\_\_\_

**Idea 3:** \_\_\_\_\_  
**Description:** \_\_\_\_\_

**Idea 4:** \_\_\_\_\_  
**Description:** \_\_\_\_\_

**Idea 5:** \_\_\_\_\_  
**Description:** \_\_\_\_\_

# SUBMITTAL FORM E

## FEE SCHEDULE

**SECTION 1 – Project Costs**

DESCRIPTION	UNIT	RESPONSE
Willowstone Park Building Addition Construction Services	\$	
Northwoods Park Building Addition Construction Services	\$	
River Park Shelter Kitchen Site Work and Utility Connection	\$	
Central Park Shelter Kitchen Site Work and Utility Connection	\$	
<b>TOTAL COST</b>	<b>\$</b>	

**SECTION 2 – Alternates**

DESCRIPTION	UNIT	RESPONSE
Irrigation System Installation for Planting Beds at Willowstone and Northwoods.	\$	

**PROJECT DURATION**

Identify the proposed project schedule:

Start Date (MM/DD/YY): 09/08/2020

Substantial Completion Date (MM/DD/YY): \_\_\_\_\_

End Date (100% complete) (MM/DD/YY): \_\_\_\_\_

**Overall Duration (Calendar Days) (End Date – Start Date):** \_\_\_\_\_

**Exhibit 1 – Drawings & Specifications**

The Drawings and Specifications for Project COBP-PBRP2 can be found at [www.questcdn.com](http://www.questcdn.com).  
The Quest CDN Project number is 7148722.

## Exhibit 2 – Sample Contract/Agreement

### CITY OF BROOKLYN PARK

### FORM OF CONTRACT

#### PROJECT DESCRIPTION

The City of Brooklyn Park ('City') will contract with a qualified contractor to construct park building additions at Willowstone Park and Northwoods Park, and additional site work to accommodate prefabricated kitchen buildings at the Central Park and River Park shelters per drawings and specifications prepared by LHB Inc.

The City of Brooklyn Park has been working with LHB, Inc. to design park buildings additions to add space needed in park buildings for Day Camp programming, including restrooms, kitchens, storage, and activity space that doubles as a storm shelter.

The site work for the shelter kitchens at River Park and Central Park will include the necessary earthwork and utility connections, to set and connect prefabricated kitchen buildings provided by owner.

#### SECTION 1. GENERAL SPECIFICATIONS

##### 1.1 Contractor's Service Requirements

The Contractor agrees to provide the needed services as described in the proposal specifications.

##### 1.2 Contractor's Qualification

In order to qualify for this contract, a contractor must be able to demonstrate that he/she has successfully performed services similar to those called for in the detailed specifications.

- Contractor must have a minimum of three (3) years proven experience in commercial fence projects
- Contractor shall assign one employee to report to the city's contract representative on a regular basis and be responsible for the provision of continuity in services.

##### 1.3 Inspection

Prior to the submission of the proposal, each contractor must inspect all designated areas to be maintained, to acquaint himself/herself with all the conditions of maintenance as outlined in the specifications.

##### 1.4 Change in Scope of Contract

The City reserves the right to alter this contract because of landscape area, task or budget changes. Alterations shall be subject to fifteen (15) calendar day's written notice to the contractor for implementation. The cost shall be increased or decreased, based on the prices submitted in the proposal.

##### 1.5 Firm Pricing

Pricing submitted by the contractor shall remain firm.

##### 1.6 Penalty for Partial Non-Performance

Partial non-performance of the contractor in terms of the specifications as determined by inspection(s) of the Operations & Maintenance Department shall entitle the City to assess liquidated damages against the Contractor as per the prices indicated in the proposal(s).

The Contractor shall be liable for liquidated damages, upon a determination by the City that performance has not occurred consistent with the provisions of the contract specifications. The City may deduct the full amount of any liquidated damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies, which the City may have under law or at equity.

1.7 Termination

This agreement may be terminated upon seven (7) days written notice by either party upon the other party's failure to timely perform its responsibilities (non-performance) under the agreement. Otherwise, this agreement may be terminated by either party upon forty-five (45) days written notice delivered to the other party at the address written above. Upon termination under this provision, the Contractor shall be paid for services rendered and reimbursable expenses until the effective date of termination.

1.8 Method of Payment

The Contractor shall submit itemized invoices for services provided to the City on a monthly basis. Invoices submitted shall be paid in the same manner as other claims made to the City. The Contractor shall provide documentation and reports as required.

1.9 Audit Disclosure

The Contractor shall allow the City or its duly authorized agents reasonable access to the Contractor's records as are pertinent to all services provided under this agreement. Any reports, information, data, etc. given to, or prepared or assembled by the Contractor under this agreement which the City requests to be kept confidential shall not be made, by the Contractor to any other person or party without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor shall become the property of the City upon termination of this Agreement.

1.10 Independent Contractor

At all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor to be an employee of the City.

1.11 Subcontractor

The Contractor may enter into subcontracts for any of the services provided for in this Contract. A listing of all Subcontractors must be submitted, and approved, by the City.

1.12 Assignment

Neither party shall assign this contract, or any interest arising herein, without the written consent of the other party.

1.13 Services Not Provided For

The City shall honor no claim for services furnished by the Contractor not specifically provided for herein.

1.14 Severability

The provisions of this Contract are severable. If a court of competent jurisdiction hereof for any reason holds any portion, to be contrary to law, such decision shall not affect the remaining provisions of the Agreement.

1.15 Compliance with Laws and Regulations

In providing services hereunder, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided hereunder. Any violation shall constitute a material breach of this agreement.

1.16 Governing Law

The laws of the State of Minnesota shall control this contract.

1.17 Equal Opportunity

During the performance of this contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60I shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

1.18 Waiver

Any waiver by either party of a breach of any provisions of this contract shall not affect, in any respect, the validity of the remainder of this Agreement.

1.19 Indemnification

The Contractor shall indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, which they may suffer or for which they may be held liable, as a result of the fault of the Contractor, his employees, or subcontractors in the performance of this contract.

1.20 Insurance

Certificates of Insurance must be provided by the contractor at the time of contract execution. The Contractor shall take out and maintain during the term of the contract such public liability and property damage and automobile insurance as required, by the City that shall protect him and the City from claims for such damages. (See Section III)

1.21 Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Violation of this provision shall cause this agreement to be null and void and the Contractor will forfeit any payments to be made under this Contract.

1.22 Entire Contract

This Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

1.23 Contract Conditions

The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a Contractor who does not submit the lowest proposal.

The contractor shall be required to execute the City's Contract form and to fulfill the requirements contained within it. The certificate of insurance shall be provided when the contract is executed.

The contractor will provide the City a designated single contact with full authority to provide the contract services as per specifications during the entire term of the contract.

## **SECTION 2. INDEMNIFICATION AND INSURANCE**

### **2.1 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents, volunteers and others acting on the City's behalf, hold them harmless, and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (specifically including reasonable attorneys' fees and other costs and expenses of investigation and defense), of any sort, arising out of or otherwise in connection with the Contractor's performance, or the performance of any subcontractor or other person or entity for whose acts or omissions the Contractor is legally responsible, under this Contract. Notwithstanding the foregoing, the Contractor shall not be responsible for any loss, damage, liability, claim, cost or expense to the extent it is alleged and established that such loss, damage, liability, claim, cost or expense was occasioned by the negligence or willful misconduct of the City in connection with the performance of this Contract. The City shall have the right, at its own expense, to associate in the defense of any action defended by the Contractor pursuant to this provision.

The Contractor's obligations under this Indemnification provision shall survive the expiration or termination of this Contract.

### **2.2 Governmental Limited Immunity**

Notwithstanding anything to the contrary in this Contract, the City does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes Chapter 466 or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by the Contractor or by any third party. In no event shall the Contractor assert or rely upon any such statutory limited immunity of the City to avoid liability for any act for which the Contractor would otherwise be legally responsible.

### **2.3 The Contractor's Insurance**

The Contractor agrees to provide and maintain, at the Contractor's own cost and at all times during which the Contractor is providing services and/or materials and/or equipment in connection with this Contract or is otherwise engaged in its performance under this Contract, and for the additional periods of time specified in Sections 3.3.B) and 3.3.D), below (as applicable), such insurance coverages as are set forth herein, and to otherwise comply with the provisions that follow. The insurance coverages required of the Contractor herein shall, in all material respects (specifically including with respect to the Additional Insured grants required herein), be acceptable to the City, such acceptance by the City not to be unreasonably withheld or delayed.

The Contractor shall not engage any subcontractor to perform any portion of the work under this Contract without the express written approval of the City. In the event such approval is requested and granted, these insurance provisions shall also apply to all such subcontractors. The City's approval of a subcontractor shall not constitute a revision or waiver by the City of any liability, obligation or requirement applicable to such subcontractor, or to the Contractor, under this Contract. The Contractor shall be entirely responsible for securing the compliance of all of its subcontractors with these insurance provisions. The Contractor shall not commence performance under this Contract, nor shall the Contractor allow any subcontractor to commence its performance, until all insurance required of the Contractor and each subcontractor is in effect, and satisfactory evidence thereof is provided to the City's Office of Loss Control, as set forth below.

### **2.4 Workers' Compensation**

Workers' Compensation insurance in compliance with all applicable statutes. Such policy (or, if applicable, separate policy) shall provide Employer's Liability coverage with limits of at least \$500,000 for each coverage provided thereunder.

In the event the Contractor is not required under pertinent law to maintain Workers' Compensation insurance, or may under such law elect to not maintain Workers' Compensation insurance on certain individuals, and the Contractor does not in fact maintain such insurance, then the Contractor shall comply with all requirements under law applicable to such election and, at the City's request, sign a statement regarding such exemption or election on a form provided by the City. Contractor agrees to obtain such statement from all subcontractors who elect not to maintain Workers' Compensation insurance as described herein.

## 2.5 General Liability

Commercial General Liability Insurance, the policy for which shall: (i) afford coverage on an "occurrence", rather than on a "claims made" basis; (ii) include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, and Products-Completed Operations liability; (iii) not exclude coverage for Explosion, Collapse & Underground ("XC&U") Hazards; (iv) provide coverage at least as broad in all material respects as that provided under a standard Insurance Services Office ("ISO") form CG 00 01; (v) include a severability of interests (or "separation of insureds") provision; and (vi) at all times specified above provide coverage limits of at least \$2,000,000 Each Occurrence and, if applicable, Aggregate, applying to liability for Bodily Injury and Property Damage, and a combined limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. By way of example (but not limitation) with respect to (iv) above, Contractor's Commercial General Liability policy may contain such standard ISO or equivalent exclusionary endorsements or provisions as are reasonably expected to be imposed by Contractor's insurer(s), such as those applying to liability from exposure to asbestos, silica or lead, but shall not contain a "classification limitation", "designated premises", or other endorsement in a form that could limit coverage for liability arising out of Contractor's performance under this contract, nor shall it contain ISO Endorsements CG 22 94 or CG 22 95, or equivalent endorsements or provisions restricting Contractor's coverage for damage caused by a subcontractor.

*[The following sentence applies if the Contractor's performance will include, (i) construction, installation, fabrication, maintenance, repair, or similar activities that result in a Products-Completed Operations Hazard liability exposure, or (ii) the providing of components, materials, supplies, equipment or other products or items in connection with the Contractor's performance under this Contract.]* The Contractor agrees to maintain Products-Completed Operations Hazard liability coverage continuously for a period of at least two (2) years following the later of: (i) the Contractor's last act of performance under this Contract (including with respect to any "punch list" items or performance related to any guaranty, warranty or similar contractual obligation), or (ii) if applicable, the issuance of the Certificate of Substantial Completion (or equivalent document) for the project to which the Contractor's work under this Contract pertains, and shall, with respect to such Products-Completed Operations Hazard liability coverage, comply with the Additional Insured requirements of Section 3.3.F), below, continuously throughout such two (2) year period.

## 2.6 Automobile Liability

Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, maintenance or use of all owned, non-owned and hired automobiles and other motor vehicles utilized by the Contractor in connection with its performance under this Contract. Such insurance shall be provided on a policy form that provides coverage that is at least as broad in all material respects as the coverage afforded under a standard ISO form CA 00 01, and shall provide a total liability limit for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident. Such policy shall include a severability of interests (or "separation

of insureds”) provision and shall include coverage for motor vehicle liability assumed under contract.

## 2.7 Professional Liability

*[This Section 2.7) shall (i) only apply to the Contractor if the Contractor will be rendering professional services (which shall include design-build or construction management services) under this Contract, and (ii) apply to all subcontractors of the Contractor who will be rendering professional services in connection with this Contract. The Contractor shall require all such subcontractors to agree to a provision for the benefit and protection of the City that is identical (except for the description of the parties) to this Section 3.3.D.)]* Professional (or “Errors & Omissions”) Liability Insurance in the amount of at least \$2,000,000 Each Claim, and, if applicable, Annual Aggregate, covering the Contractor’s liability for negligent acts, errors or omissions in the performance of professional services under this Contract. The Contractor’s Professional Liability Insurance may afford coverage on an occurrence basis or on a claims-made basis; provided, however, that if such insurance is provided on a claims-made basis any policy Retroactive Date shall be prior to the Contractor’s first act of performance under this Contract. Further, the Contractor acknowledges and agrees that under claims-made coverage changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for the City hereunder. The Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance for a period of at least two (2) years following its last act of performance under this Contract if such impairment of the protection for the City could result; and further, that the Contractor will exercise its rights under any “Extended Reporting Period” (“tail coverage”) or similar claims-made policy option if necessary or appropriate to avoid the impairment of such protection.

## 2.8 Limits

The minimum liability insurance limits required hereunder may be satisfied by the limits afforded under the Contractor’s primary liability insurance policy(ies), or by such policy(ies) in combination with the limits afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy: (a) is in all material respects at least as broad as that afforded by the underlying policy(ies); (b) includes the City and other parties as Additional Insureds thereunder, as set forth below; and (c) will apply to such Additional Insureds on a non-contributory basis should the Contractor’s primary insurance limits become exhausted, notwithstanding any policy language to the contrary. Where the City and others (as described below) are to be included as Additional Insureds, they shall be included as Additional Insureds to the full extent of the coverage limits available to the Contractor in excess of the minimum limits set forth in this Contract.

## 2.9 Additional Insureds

The Contractor’s Commercial General Liability and Automobile Liability insurance policies shall include the City, its officers, employees, agents and volunteers as Additional Insureds thereunder to the extent of liability arising out of the Contractor’s acts or omissions or the acts or omissions of the Contractor’s subcontractors or others acting on the Contractor’s behalf. Each such policy shall waive or otherwise prohibit insurer subrogation against the City and all other Additional Insureds. The Contractor shall require any subcontractors it engages with respect to its performance under this Contract to afford the City and the other parties described above similar Additional Insured status, and to similarly waive or otherwise prohibit insurer subrogation against such Additional Insureds. The Additional Insured status provided by the Contractor and its subcontractors must be acceptable to the City, such acceptance by the City not to be unreasonably withheld or delayed.

*[The following sentence applies if the Contractor’s performance will include construction, installation, fabrication, maintenance, repair, or similar activities that result in a Completed*

*Operations Hazard liability exposure.]* It is understood and agreed that such Additional Insured status must provide both Premises and Operations and Completed Operations liability coverages.

It is understood and agreed that ISO Additional Insured endorsement form CG 20 33 may not be used to satisfy the Additional Insured requirement of any subcontractor of the Contractor (of any tier), nor shall any other Additional Insured endorsement or policy provision that: (a) requires that the agreement to add a party as an Additional Insured be included in a written contract or agreement made with that Additional Insured; or (b) includes language to the effect that a party's Additional Insured status ends when the insured's operations for that Additional Insured are completed; provided, that (b) shall not apply if the insured subcontractor includes with its evidence of insurance a writing from its insurer, with content satisfactory to the City, confirming that such language is not intended to, and will not be interpreted by the insurer to, restrict the time during which an Additional Insured has standing to submit a claim under the policy.

2.10 Primary Insurance

With respect to liability arising out of the Contractor's performance under this Contract, all insurance required of the Contractor hereunder shall respond on a primary (not excess or contributory) basis with respect to any similar insurance maintained by the City and/or any other party required to be included as an Additional Insured hereunder, notwithstanding any policy language to the contrary.

2.11 Responsibility for Liability Insurance Coverages and Limits

It is understood and agreed that the liability insurance coverages and limits required under this Contract are minimum requirements only, and that, (1) the City does not represent that the insurance coverage and limits established herein necessarily will be adequate to protect the Contractor; (2) the Contractor will independently determine whether such coverages and limits are adequate to protect its interests; and (3) the City will have no responsibility or liability whatsoever to the Contractor for the inadequacy of any such coverages or limits to protect the Contractor's interests. Neither the Contractor's compliance nor its failure to comply with these insurance requirements will diminish or otherwise affect the Contractor's obligations as an indemnitor as set forth this Contract.

2.12 Responsibility for Deductibles or Retentions

As between the City and the Contractor and all other parties required herein to be included as Additional Insureds, the Contractor shall be solely responsible for the amount of loss within any deductible, participation, self-insured retention, or similar provision or feature applicable under any insurance policy maintained by the Contractor, whether or not such Additional Insured status in fact applies under such policy.

2.13 Insurers

All policies of insurance required of the Contractor hereunder shall be issued by financially responsible insurers, and all such insurers must be acceptable to the City. Such acceptance by the City shall not be unreasonably withheld or delayed.

2.14 Evidence of Insurance

Prior to commencing any performance under this Contract, the Contractor shall provide the City's Office of Loss Control/Risk Management with evidence that the insurance coverage required hereunder is in full force and effect.

City of Brooklyn Park  
Office of Loss Control/ Risk Management

5200 85<sup>th</sup> Avenue North  
Brooklyn Park, MN 55443  
\*Indicate Project Name and Location\*

In the event that any such insurance renews or is terminated during the course of the Contractor's performance, the Contractor shall promptly provide the City's Office of Loss Control/Risk Management with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a standard Certificate of Insurance or other form of evidence of insurance acceptable to the City, and shall contain sufficient information to allow the City to determine whether there is compliance with these provisions. Such evidence of insurance shall be accompanied by copies of any Additional Insured endorsements or automatic Additional Insured policy provisions necessary to achieve compliance with the Additional Insured requirements of this Contract. City of Brooklyn Park shall be endorsed onto the policy as a cancellation notice recipient and should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to the Office of Loss Control/Risk Management in accordance with policy provisions. At the City's request, the Contractor shall also provide the City with complete (and if so requested, insurer-certified) copies of such required insurance policies as are included in the City's request; provided, that the Contractor may redact from such copies information reasonably determined by the Contractor to be proprietary to the Contractor (such as premium and rating-base information).

The failure of the City to demand certificates or other evidence of the Contractor's full compliance with the insurance requirements of this Contract, or the failure of the City to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

#### 2.15 Loss Information

At the request of the City, the Contractor shall promptly furnish loss information concerning all liability claims (1) brought against the Contractor (or any predecessor business entity) arising out of any construction projects undertaken by the Contractor (or any predecessor business entity) within the three (3) years preceding the date of this Contract and/or (2) brought against the Contractor (or any other Insured under the Contractor's required policies, that may affect the amount of liability insurance available for benefit and protection of the City. Such loss information shall include such specifics and be in such form as the City may reasonably require.

#### 2.16 Release and Waiver

Except as is specifically provided to the contrary elsewhere in this Contract, as between the City and others set forth below in this provision and the Contractor, the Contractor agrees to rely entirely upon its own property insurance (or, to the extent applicable, self-insurance or other self-funding) for recovery with respect to any damage, loss or injury to the Contractor's property or property interests, however caused. The Contractor hereby releases The City, its officers, employees, agents, volunteers and others acting on the City's behalf, from all claims, and all liability or responsibility to the Contractor, and to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss of or damage to the Contractor's property or business interests caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of the City or other party who is to be released by the terms hereof, or by anyone for whom such party may be legally responsible.

The Contractor understands and agrees that it is solely responsible for determining whether the Release and Waiver herein could impair any of its rights under its insurance policy(ies), and further, that it is solely responsible for effecting any revision(s) to such policy(ies) as may be necessary to permit such Release and Waiver.

It is specifically understood and agreed that this Section 3.3.M) shall apply to all subcontractors (of all tiers) and suppliers, as well as to the Contractor. The Contractor agrees to require all such subcontractors and suppliers to execute a Release and Waiver containing the same provisions (modified only as appropriate to apply to the particular contracting party) as set forth above in this Section 3.3.M), and to provide the City's Office of Loss Control/ Risk Management with copies of such writings.

## 2.17 Builder's Risk

- 1) General. The Contractor shall, at the Contractor's expense, provide Builder's Risk, Installation Floater, or such other type of property insurance (hereinafter for convenience individually and collectively referred to as "Builder's Risk" insurance) on the Work as is appropriate to the Work. Such insurance shall cover the interests of the City, the Contractor, and all subcontractors (of all tiers) in the Work. The City shall be included as both an insured party and a Loss Payee under the policy. Unless the City and the Contractor agree that a different effective date is appropriate, such coverage shall become effective upon the date of the Notice to Proceed, the date of Site mobilization, or the start of any shipment of materials, machinery or equipment to the Site, whichever is earlier, and shall remain in effect until replaced by permanent property insurance by the City. The Builder's Risk policy shall permit partial occupancy/utilization of the Work by the City. The policy shall not permit insurer subrogation action or recovery against any party whose interests are covered thereunder. Contractor shall be responsible for any uninsured loss, including uninsured loss resulting from its failure to affect timely Builder's Risk coverage or to maintain adequate Builder's Risk coverage limits, or loss within a Builder's Risk policy deductible.
- 2) Coverage Features. The Builder's Risk Insurance shall be provided under a "completed value" coverage form, providing replacement cost coverage in an amount equal to 100% of the insurable value of the Work, and with perils coverage at least as broad as that provided under a standard Insurance Services Office ("ISO") Causes of Loss – Special Form CP 10 30. Such insurance shall include coverage for Off-site (Unscheduled and Temporary Locations), Transit, Installation, Testing ("hot," performance, or other), Flood, Earthquake, and Equipment Breakdown (which, it is agreed, may require purchase of a separate policy) exposures in such amounts as the City and the Contractor mutually agree to be appropriate. The Builder's Risk policy shall also include coverage against such indirect loss exposures (customarily referred to as "Soft Cost" exposures), and such other coverage extensions as the City and the Contractor mutually agree to be appropriate.
- 3) The City's Insurance Guidelines or Specifications. The City may, at its election, provide the Contractor with guidelines or specifications concerning the Builder's Risk Insurance. In such event, the Contractor agrees to exercise commercially reasonable efforts to negotiate Builder's Risk terms and limits that are consistent with such guidelines or specifications, and to otherwise cooperate fully with the City in meeting the City's objectives with respect to such coverage, including those pertaining to evidence of insurance. The Contractor's failure, after exercise of commercially reasonable efforts, to negotiate such terms and limits shall not constitute a Default under this Contract. In the event the Contractor incurs additional premium expense as a result of the Contractor's compliance (in whole or in part) with a City request for change in the Builder's Risk Insurance, and the Contractor is then entitled under the Contract Documents to charge such additional expense back to the City, such charge-back shall not exceed the premium charged by the Builder's Risk insurer for such change. The Contractor and the City will cooperate in projecting the effective date of the Builder's Risk Insurance in order to allow the City a reasonable amount of time to develop its guidelines or specifications should it elect to do so, and to also allow the Contractor a reasonable amount of time thereafter to negotiate the Builder's Risk coverage.

- 4) Deductibles. The Builder's Risk Policy may include a deductible (or deductibles), provided that such deductible (or deductibles) is (are) acceptable to the City. As between the Contractor and the City, the Contractor shall assume the risk of damage or loss within such deductible (or deductibles) without right of recourse against the City; provided, that the Contractor may elect to insure itself against such risk at no cost to the City. For avoidance of doubt, Section 3.3.M) ("Release and Waiver") shall apply to loss within any such deductible, whether insured or uninsured by the Contractor.
- 5) Uninsured Exposures. It is understood and agreed that the Builder's Risk insurance will not cover loss of or damage to the Contractor's tools or equipment, protective fencing or scaffolding, or other items, property or materials, other than falsework (which may or may not be included in the coverage), that are not destined to become a permanent part of the Project, and further, that the Contractor and its subcontractors shall be entirely responsible for assuming or insuring the risk of loss of or damage to such property.

It shall be the responsibility of the Contractor, and of each of its subcontractors, to identify loss exposures that are not covered under the Builder's Risk insurance, and to determine whether or not to insure such exposures under their own respective insurance programs.

- 6) Loss Adjustment. Except to the extent this provision conflicts with the terms of the Builder's Risk policy, any payments for losses covered under the Builder's Risk policy shall be made to the Contractor and the City, which shall, as trustees for the parties in interest, have the authority and responsibility to adjust and settle any Builder's Risk claim. Notwithstanding the foregoing sentence, to the full extent permitted by the Builder's Risk policy, the Contractor hereby grants the City sole authority to adjust and settle any indirect damage ("Soft Cost") loss claim that affects the City's interests only. The Contractor agrees to take any other reasonable action requested or required by the Builder's Risk insurer and to cooperate with the City in connection with such grant of authority to the City and the City's adjustment and settlement of any such claim.
- 7) Delivery of Copies. Promptly following the Contractor's receipt of the insurance binder for the Builder's Risk policy, the Contractor shall provide the City with a copy thereof. The Contractor shall provide the City with an insurer-certified copy of the Builder's Risk policy as soon as practicable following policy issuance.

#### 2.18 Insurance Terms

Insurance terms not otherwise defined herein shall be interpreted consistent with customary U.S. insurance industry usage.

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF BROOKLYN PARK hereinafter referred to as the "CITY", and \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR",

**WITNESSETH:**

CITY and CONTRACTOR, for the consideration hereinafter stated, agree as follows:

I. CONTRACTOR hereby covenants and agrees to perform and execute all the provisions of the plans and specifications referred to in Paragraph IV, as provided by CITY for:

PROJECT NO. COBP-PBRP2

CONTRACTOR further agrees to do everything required by this agreement and the contract documents.

II. CITY agrees to pay and CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the proposal form attached hereto which prices conform to those in the accepted CONTRACTOR'S proposal on file in the office of the City Engineer. The aggregate sum of such prices based on estimated required quantities is \$\_\_\_\_\_.

III. Payments to CONTRACTOR by CITY shall be made as provided in the Contract Documents.

IV. The Contract Documents consist of the following component parts:

- (1) Legal and Procedural Documents
  - a. Advertisement for Bids
  - b. Instructions to Bidders
  - c. Accepted Proposal
  - d. Proposal Guaranty
  - e. Contract Agreement
  - f. Contractor's Performance Bond
- (2) Special Conditions
- (3) Detail Specifications
- (4) General Conditions
- (5) Plans
- (6) Addenda and Supplemental Agreements

V. AUDIT CLAUSE – Provides that the books, records, documents, and accounting procedures and practices of the contractor relevant to the contract are subject to examination by the contracting department or agency, and either the legislative auditor or the state auditor as appropriate.

FORM OF CONTRACT  
PROJECT NO: COBP-PBRP2

The Contract Documents are hereby incorporated with this Agreement and are as much a part of this Agreement as if fully set forth herein. This Agreement and the Contract Documents are the Contract.

VI. CONTRACTOR agrees to fully and satisfactorily complete the work contemplated by this Agreement in accordance with the Contract Documents.

VII. This Agreement shall be executed in two copies.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals as of the date first above written.

**CITY OF BROOKLYN PARK**

**CONTRACTOR**

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE: MAYOR

TITLE \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE: CITY MANAGER

TITLE \_\_\_\_\_