

**Contractor & The  
Dakota County Community Development Agency (CDA)**

Under this Agreement, dated the (date), The Awarded Flooring Contractor (“Contractor”) and the Dakota County Community Development Agency (“CDA”) agree that:

**Article 1 – SCOPE OF WORK.** Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services, including transportation services, and perform and complete all work in an efficient and workmanlike manner for all properties owned by the CDA in accordance with the Contract Documents specified in Article 3 below.

**Article 2 - CONTRACT PRICE.**

- a. Contract period: On Bidding Documents
- b. Contract amount.

< insert pricing from the bid form here >

**2.3 Letter of Bonding Certification from Bonding Company (required)**

**2.4 Second Year Increase \_\_\_\_\_% Third Year Increase \_\_\_\_\_%**

**Article 3 – CONTRACT DOCUMENTS.** The Contract Documents consist of:

- a. This Agreement and all documents and laws referenced in it;
- b. Contractor’s signed bid;
- c. CDA’S bid specification;
- d. Employee & Subcontractor List (Form DCCDA-01) Attachment A
- e. Material & Supplier List (Form DCCDA-02) Attachment B
- f. Contractor’s Statement; Low Income Housing Refund (Form DCCDA -03) Attachment C
- g. IC-134 Mn. Dept. of Revenue Withholding Affidavit. Attachment
- h. CDA’s signed acknowledgement for issuance of master key.

**Article 4 – PAYMENT BOND.** If the Contract Price is \$100,000 or more, Contractor shall at its own cost provide the CDA with payment bond pursuant to Minn. Stat. § 574.26

**Article 5 - INSURANCE.**

- a. Coverages. The contractor shall at its expense carry not less than:
  - i. 1,500,000.00 In Commercial General Liability Insurance.
  - ii. 1,500,000.00 In Automobile Liability Insurance.
  - iii Contractor shall purchase insurance to protect itself from claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the work to be performed.
- b. Additional Insured. Contractor shall name CDA as an additional insured on its commercial general liability policy, and that additional-insured coverage shall be primary and non-contributory with respect to any other insurance or self insurance which may be maintained by the CDA.

- c. Certificates of Insurance. Before beginning work under this Agreement, and annually after that, until all work under this Agreement is completed, Contractor shall furnish to the CDA a certificate or certificates of insurance demonstrating the required coverage.
- d. Failure to Insure. The failure to carry the required insurance coverage, or to furnish the required certificate or certificates of insurance, shall be a material breach of this Agreement.

**Article 6 - HOLD HARMLESS AND INDEMNITY.** Contractor shall hold harmless, defend, and indemnify the CDA from all claims for personal injury or property damage arising out of Contractor's work under this Agreement. This obligation shall include attorney's fees and other legal costs.

**Article 7 - EQUAL OPPORTUNITY.** Contractor agrees to comply with all local, state, and federal equal employment opportunity laws and ordinances as they pertain to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

**Article 8 - PROTECTION FROM LIENS.** Contractor shall not permit any mechanic's liens to be filed against the CDA's property. If any lien is filed against the CDA's property, Contractor shall cause it to be discharged within twenty (20) days after the date of the actual notice to Contractor of the filing of the lien. If Contractor fails to discharge the lien within the twenty (20) days, the CDA may discharge it by paying the amount claimed to be due or by procuring the discharge of the lien in court. Any amount paid by the CDA to discharge the lien(s) and all other reasonable expenses, including attorney's fees and interest at the rate of 18% per annum shall be paid by Contractor to the CDA.

**Article 9 - CHANGES.** Any changes to this Agreement must be in writing and signed by both Contractor and the CDA.

**Article 10 - WRITTEN NOTICE OF CLAIMS REQUIRED.** Claims by the Contractor or the CDA must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the party against whom the claim is being made. Pending final resolution of the Claim, the Contractor must proceed with the work of the contract and the CDA shall continue to make payments in accordance with the Contract Documents.

**Article 11 - CONFLICT OF INTEREST.** Neither Contractor nor any of Contractor's employees or subcontractors are employees of the CDA or have any financial interest in the Agreement.

**Article 12 - CAUSES FOR TERMINATION.**

a. Termination for Cause

The CDA may terminate the Agreement if Contractor:

- i. Persistently or repeatedly fails to supply enough properly skilled workers or proper materials;

- ii. Fails to pay subcontractors for materials or labor in accordance with the respective agreements between Contractor and its subcontractors;
- iii. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- iv. Otherwise is guilty of a material breach of the Contract Documents.

When any of these reasons exist, the CDA may, without prejudice to any other rights or remedies it may have, and after giving seven days' written notice to Contractor and Contractor's surety, if any, terminate employment of Contractor and may, subject to any prior rights of the surety:

- i. Take possession of the site and all materials on the site owned by Contractor;
- ii. Accept assignment of subcontracts;
- iii. Finish the work by whatever reasonable method the CDA deems expedient. On Contractor's request, the CDA shall furnish a costs incurred in finishing the work.

When the CDA terminates the Agreement for Cause, Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the costs of finishing the work, the excess shall be paid to Contractor. If the costs of finishing the work exceed the unpaid balance, Contractor shall pay the difference to the CDA.

If, after Termination for Cause, it is determined that Contractor was not in default of its obligations under this Agreement, the rights and obligations of the parties will be the same as if the termination was for the CDA's convenience.

b. Termination for Convenience

The CDA may, at any time, terminate the Agreement for the CDA's convenience and without cause. Upon written notice from the CDA that the Agreement is being terminated for convenience, Contractor shall:

- i. Cease operations as directed by the CDA in its written notice;
- ii. Take actions necessary, or that the CDA may direct, for the protection and preservation of Contractor's work;
- iii. Except for work to be performed before the effective date of termination stated in the written notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

If the CDA terminates the Agreement for convenience, Contractor shall be entitled to payment for work executed and costs incurred by reason of the termination, but shall not be entitled to overhead and profit on the work not executed.

**Article 13 - FAIR HOUSING POLICY AND INDEMNIFICATION.**

- a. Contractor acknowledges that the CDA is a housing provider that complies with and operates within the requirements of federal, state and local fair housing law. The CDA does not discriminate against any person on the basis of race, color, creed, religion, sex, national origin, sex, marital status, familial status, disability, sexual orientation, and status with regards to public assistance.
- b. Sexual harassment is a form of discrimination that violates fair housing law. The CDA does not tolerate sexual harassment of residents or employees.
- c. Contractor shall comply with all federal, state and local fair housing laws.
- d. Contractor shall INDEMNIFY, defend and hold harmless the CDA, its owners and managers, and their respective partners, directors, officers, employees, servants, agents, representatives, and affiliates against any injuries, costs, and expenses (including, without limitation, all attorney's fees) caused by Contractor's acts or omissions in violation of applicable federal, state or local fair housing law.
- e. Any act or omission of Contractor in violation of federal, state and local fair housing laws shall be a material breach of this Agreement.

**Article 14 - DATA PRIVACY.**

“All rules and regulations set forth in the Minnesota Government Data Practices Act (coded as Minnesota Statutes, Chapter 13, sections 13.01 through 13.99), particularly those rules and regulations which address information about persons receiving assistance from the CDA and/or the location of CDA assisted housing, shall be complied with”

Acceptance by Dakota County CDA

Acceptance by Contractor

\_\_\_\_\_  
(Signature of CDA Representative)

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Date)

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1228 Town Centre Drive  
(Address)

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(Address)

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(City/State)

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(City/State)