



**DOCUMENT 00 52 00**  
**STANDARD FORM OF AGREEMENT**

THIS AGREEMENT is by and between City of Ramsey ("Owner") and Sauter & Sons, Inc ("Contractor"). Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Demolition of convenience store/gas station, hauling and placing Class 5 surfacing, and associated sediment control and traffic control.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Sunfish Lake Gas Station Demolition.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Hakanson Anderson.

3.02 The Owner has retained Hakanson Anderson ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. Demolition and removal of building and all of its components, demolition and removal of canopy, demolition and removal of signs and foundations. All Work including Bituminous Pavement Removal, Concrete Removal, Removals, Grading, Construction of Aggregate Surfacing, Erosion Control and Restoration will be substantially completed on or before November 22, 2017, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 22, 2017.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the

Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300 for each day that expires after such until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
  - B. The extended prices for Unit Price Work set forth as the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of the actual quantities and classifications are to be made by Engineer.
  - C. Contractor's Quote is attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the 2<sup>nd</sup> Tuesday of each month during construction as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

#### 1. *For Cost of the Work:* Progress payments on account of the Cost of the Work will be made:

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
  - 1) 95 percent Cost of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - 2) 75 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.

## ARTICLE 7 – INTEREST

### 7.01 Not used.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to any Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive).
  2. Performance bond (pages 1 to 5, inclusive).
  3. Payment bond (pages 1 to 5, inclusive).
  4. General Conditions (pages 1 to 72, inclusive).
  5. Supplementary Conditions (pages 1 to 8, inclusive).
  6. Specifications as listed in the table of contents of the Project Manual.
  7. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: Sunfish Lake Gas Station Demolition.
  8. Addenda (number 1, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Quote (pages 1 to 15, inclusive).
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the quoting process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the quoting process or the execution of the Contract to the detriment of Owner, (b) to establish Quote prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Quoters, with or without the knowledge of Owner, a purpose of which is to establish Quote prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quoting process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 10/12/17 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Ramsey

Sauter & Sons, Inc.

By: [Signature]

By: [Signature]

Title: Mayor

Title: President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: [Signature]

Attest: [Signature]

Title: Admin. Clerk

Title: [Signature]

Address for giving notices:

Address for giving notices:

City of Ramsey

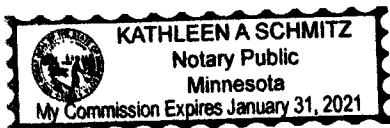
Sauter & Sons, Inc.

7550 Sunwood Drive

6651 141<sup>st</sup> Avenue N.W.

Ramsey, MN 55303

Ramsey, MN 55303



License No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*Use in those states or other jurisdictions where applicable or required.*

**DOCUMENT 00 41 00**  
**QUOTE FORM**

**ARTICLE 1 – QUOTE RECIPIENT**

1.01 This Quote is submitted to:

City of Ramsey  
7550 Sunwood Drive  
Ramsey, MN 55303

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

**ARTICLE 2 – QUOTER’S ACKNOWLEDGEMENTS**

2.01 Quoter accepts all of the terms and conditions of the Instructions to Quoters, including without limitation those dealing with the disposition of Quote security. This Quote will remain subject to acceptance for 60 days after the Quote opening, or for such longer period of time that Quoter may agree to in writing upon request of Owner.

**ARTICLE 3 – QUOTER’S REPRESENTATIONS**

3.01 In submitting this Quote, Quoter represents that:

A. Quoter has examined and carefully studied the Quoting Documents, and any data and reference items identified in the Quoting Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	9/29/2017
_____	_____
_____	_____
_____	_____
_____	_____

B. Quoter has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Quoter is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Quoter has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Quoter has considered the information known to Quoter itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quoting Documents; and any Site-related reports and drawings identified in the Quoting Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Quoter; and (3) Quoter's safety precautions and programs.
- F. Quoter agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Quote for performance of the Work at the price quote and within the times required, and in accordance with the other terms and conditions of the Quoting Documents.
- G. Quoter is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quoting Documents.
- H. Quoter has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quoter has discovered in the Quoting Documents, and confirms that the written resolution thereof by Engineer is acceptable to Quoter.
- I. The Quoting Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Quote constitutes an incontrovertible representation by Quoter that Quoter has complied with every requirement of this Article, and that without exception the Quote and all prices in the Quote are premised upon performing and furnishing the Work required by the Quoting Documents.

#### ARTICLE 4 – QUOTER'S CERTIFICATION

##### 4.01 Quoter certifies that:

- A. This Quote is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Quoter has not directly or indirectly induced or solicited any other Quoter to submit a false or sham Quote;
- C. Quoter has not solicited or induced any individual or entity to refrain from quoting; and
- D. Quoter has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the quoting process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the quoting process to the detriment of Owner, (b) to establish quote prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Quoters, with or without the knowledge of Owner, a purpose of which is to establish quote prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quoting process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF QUOTE**

- 5.01 Quoter will complete the Work in accordance with the Contract Documents for price(s) shown on the Quote Proposal.
- 5.02 Quoter acknowledges that (1) each Quote Unit Price includes an amount considered by Quoter to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all unit price Quote items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Quoter agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Quoter accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS QUOTE**

- 7.01 The following documents are submitted with and made a condition of this Quote:
  - A. Required Quote security in the form of certified check, cashier's check, cash deposit or Quote bond;
  - B. Document 00 45 00 – Affidavit of Non-Collusion.
  - C. Document 00 45 14 – Responsible Contractor Certificate.

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Quote with initial capital letters have the meanings stated in the Instructions to Quoters, the General Conditions, and the Supplementary Conditions.

**QUOTE PROPOSAL  
CITY OF RAMSEY  
Sunfish Lake Gas Station Demolition**

Quoter agrees to perform all the work described in the Contract Documents for the following unit prices and/or lump sums, which include sales tax and other applicable taxes and fees.

**Quote Schedule**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	BUILDING DEMOLITION AND REMOVAL	1	LUMP SUM	30,000.00	30,000.00
2	COMMON EXCAVATION (P)	100	CU YD	5.00	500.00
3	SUBGRADE PREPARATION	1	LUMP SUM	3,000.00	3,000.00
4	PLACING AGGREGATE SURFACING CLASS 5 MODIFIED	750	CU YD	10.00	7,500.00
5	INLET PROTECTION	3	EACH	100.00	300.00
6	EROSION CONTROL	1	LUMP SUM	2,000.00	2,000.00
7	TRAFFIC CONTROL	1	LUMP SUM	1,500.00	1,500.00

**Total Quotation**

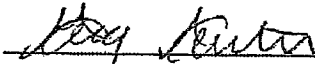
**\$ 44,800.00**

ARTICLE 9 – QUOTE SUBMITTAL

QUOTER: *[Indicate correct name of quoting entity]*

By: SAUTER & SONS, INC.

*[Signature]*



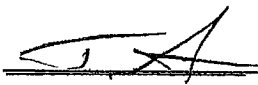
*[Printed name]*

GREGORY F. SAUTER  
- VICE PRESIDENT

*(If Quoter is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

Thomas C. Sauter

Title:

President

Submittal Date:

10/5/2017

Address for giving notices:

6651 141ST AVENUE N.W.; RAMSEY, MN 55303

Telephone Number:

763.421.7919

Fax Number:

763.421.0797

Contact Name and e-mail address:

CASSANDRA GREEN

SAUTERANDSONS@GMAIL.COM

Quoter's License No.:

NA

*(where applicable)*

**DOCUMENT 00 43 33**  
**TABULATION OF SUPPLIERS**

NAME _____ VONCO II	TELEPHONE NO. _____ (763) 262-8662
ADDRESS _____ 15301 SHERBURNE AVE	TYPE OF MATERIAL _____ WASTE DISPOSAL
CITY _____ BECKER, MN 55308	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

**DOCUMENT 00 43 36**  
**TABULATION OF SUBCONTRACTORS**

NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ TYPE OF CONSTRUCTION \_\_\_\_\_

CITY \_\_\_\_\_

NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ TYPE OF CONSTRUCTION \_\_\_\_\_

CITY \_\_\_\_\_

NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ TYPE OF CONSTRUCTION \_\_\_\_\_

CITY \_\_\_\_\_

NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ TYPE OF CONSTRUCTION \_\_\_\_\_

CITY \_\_\_\_\_

NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ TYPE OF CONSTRUCTION \_\_\_\_\_

CITY \_\_\_\_\_

NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ TYPE OF CONSTRUCTION \_\_\_\_\_

CITY \_\_\_\_\_



**DOCUMENT 00 45 14**  
**RESPONSIBLE CONTRACTOR VERIFICATION AND**  
**CERTIFICATION OF COMPLIANCE**

**PROJECT: SUNFISH LAKE GAS STATION DEMOLITION**

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
- (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.

(2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
- (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;\*

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

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

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

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

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

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

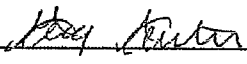
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement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

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

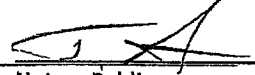
**CERTIFICATION**

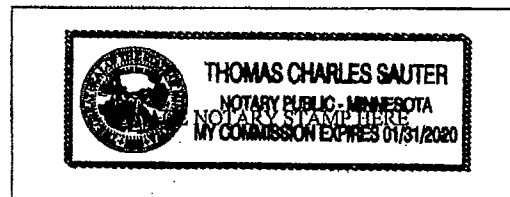
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included a First Tier Subcontractors List with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit the Additional Subcontractors List as required.

Authorized Signature of Owner or Officer: 	Printed Name:  GREGORY F. SAUTER
Title:  VICE PRESIDENT	Date:  10/3/2017
Company Name:  SAUTER & SONS, INC	

Sworn to and subscribed before me this  
3RD day of OCTOBER, 2017,

  
 \_\_\_\_\_  
 Notary Public



My Commission Expires: 01/31/2020

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

**FIRST-TIER SUBCONTRACTORS LIST**

**SUBMIT WITH PRIME CONTRACTOR PROPOSAL**

**PROJECT: SUNFISH LAKE GAS STATION DEMOLITION**

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

<b>FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>
VONCO II; LLC.	BECKER, MN

**DOCUMENT 00 45 15**  
**ADDITIONAL SUBCONTRACTORS LIST**

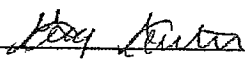
**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE  
ADDED TO THE PROJECT**

**PROJECT: SUNFISH LAKE GAS STATION DEMOLITION**

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

<b>ADDITIONAL SUBCONTRACTOR NAMES</b> (Legal name of company as registered with the Secretary of State)	<b>Name of city where company home office is located</b>

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

<b>SUPPLEMENTAL CERTIFICATION</b>	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All additional subcontractors listed on Additional Subcontractors List have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
<b>Authorized Signature of Owner or Officer:</b> 	<b>Printed Name:</b> GREGORY F. SAUTER
<b>Title:</b> VICE PRESIDENT	<b>Date:</b> 10/3/2017
<b>Company Name:</b> SAUTER & SONS, INC	