



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, September 21, 2022

### Agenda Item

#### Item 5. B. - Cost Share Application from Sutton Place Two Condo Association

#### Prepared By

Linda Loomis, Administrator

#### Summary

The LMRWD received a cost share application from a homeowner's association at Sutton Place Condos in Bloomington. The Sutton Place II Condominium Association (SPCA) was interviewed about its winter landscape maintenance practices as part of the Hennepin County Chloride Initiative. Every winter residents have issues with ice on sidewalk. Garages for the Condos are all detached, so residents must walk from their condo units to garages to access vehicles. They have difficulty keeping sidewalks between the living units and garages ice free and they use a lot of salt. The SPCA engaged Barr Engineering Co to design a plan to landscape the exterior spaces to redirect drainage away from the sidewalks to raingardens and replace impervious surfaces with pervious pavers. They have bid the project and have applied for a grant from the LMRWD. They checked with Hennepin County to see if the project would qualify for a one of the County's grants, but Hennepin County is not awarding any grants in 2022.

The SPCA decided to remove the permeable pavers from the driveway areas from the proposal because of the cost.

The SPCA has plans to do similar projects at other building in the condominium development in the future if this project is successful. Because of the cost of the improvements, they will look for grants for future projects. The SPCA is asking for \$7,500, the maximum grant allowed under the LMRWD Cost Share Program.

On Wednesday, September 7, 2022, I visited the site. I did not take pictures, but it is obvious that the area would be prone to wintertime icing. Because of the alignment and orientation of the building relative to the sun, the low angle of sunshine in the winter months, the slope of lawn toward the sidewalk, and location of rooftop drainage, it is easy to envision what this area looks like in the winter.

#### Attachments

Sutton Place II Condominium Association 2022 Cost Share Application

[Sutton Place II Drainage Improvements](#)

Invoice from Barr Engineering Company

Bid Form from G Urban Companies, Inc.

Agreement between Sutton Place II Condominium Association and G Urban Companies

Hennepin County location map

#### Recommended Action

Motion to approve 50% matching funds for Sutton Place II Condominium Association 2022 Cost Share Grant application in an amount not to exceed \$7,500



LOWER MINNESOTA RIVER  
WATERSHED DISTRICT

# Cost Share Grant Application 2022

Application type (check one)  Homeowner  Non-profit - 501(c)(3)  School  
 Business or corporation  Public agency or local government unit

Project type (check all that apply)  Raingarden  Vegetated Swale  Infiltration Basin  
 Wetland restoration  Buffer/shoreline restoration  Conservation practice  Habitat restoration  
 Pervious hard surface  Other \_\_\_\_\_  
*remove*

### Applicant Information

Name of organization or individual applying for grant (to be named as grantee):  
Sutton Place II / c/o Sharper Management

Address (street, city and ZIP code):  
10340 Viking Drive, Eden Prairie, MN 55344

Phone: 952-224-4777 Email address: mcushing@sharpermanagement.com

### Primary Contact (if different from above)

Name of organization or individual applying for grant (to be named as grantee):  
Patricia Larson, Director, Sutton Place II

Address (street, city and ZIP code):  
11073 Oregon Circle, Bloomington, MN 55438

Phone: 612-702-8408 Email address: pat.larson@mac.com

### Project location

Address (street, city and ZIP code):  
11073 Oregon Circle, Bloomington, MN 55438

Property Identification Number (PID)  
05-115-21-22-0149

Property owners:  
Patricia Larson et al (Building 6 homeowners)

### Project Summary

Title Sutton Place II Drainage Improvements (Building 6)

Total project cost \$266,208 Grant amount requested \$7500<sup>00</sup>

Estimated start date 9/30/22 Estimated completion date 11/15/22

Is project tributary to a water body?  No, water remains on site  Yes, indirectly  Yes, directly adjacent  
*stormwater pond*

Is this work required as part of a permit?  No  Yes

(If yes; describe how the project provides water quality treatment beyond permit requirement on a separate page.)

### Project Details

**Checklist** To be considered complete the following must be included with the application.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> location map                 | <input checked="" type="checkbox"/> project timeline <i>contract w/ Urban Compa</i>         |
| <input checked="" type="checkbox"/> site plan & design schematic | <input checked="" type="checkbox"/> proof of property ownership                             |
| <input checked="" type="checkbox"/> contracted items             | <input checked="" type="checkbox"/> plant list & planting plan (if project includes plants) |

**Project description** Describe the project, current site conditions, as well as site history, and past management. Note any potential impacts to neighboring properties.

Improve drainage/decrease run off of sidewalks,  
parking pad areas

Decrease falls due to icy condition

Decrease use of salt on sidewalks,  
garage areas

Improve water quality of adjacent pond  
and ground water

What are the project objectives and expected outcomes? Give any additional project details.

Remove existing landscaping

Install 5 rain gardens

Reroute downspouts to rain gardens

Add permeable paver sidewalks

Add drainage piping under sidewalks

Less salt usage!

Which cost share goals does the project support? (check all that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> improve watershed resources  | <input checked="" type="checkbox"/> foster water resource stewardship |
| <input type="checkbox"/> increase awareness of the vulnerability of watershed resources                     |   |
| <input checked="" type="checkbox"/> increase familiarity with and acceptance of solutions to improve waters |   |

How does the project support the goals you checked?

Protect groundwater/pond from  
excessive salt use

Educate home owners regarding current  
best practices re: rain gardens and  
use of permeable pavers, native plants

## Project Details (continued)

**Project benefits** Estimate the project benefits in terms of restoration and/or annual pollution reduction. If you are working with a designer or contractor, they can provide these numbers. If you need help contact the district administrator. Computations should be attached.

Benefit	Amount
Water captures	gal/year
Water infiltrated	gal/year
Phosphorus removed	lbs/year
Sediment removed	lbs/year
Land restored	sq. ft.

see  
attached

How will you share the project results with your community and work to inform others about your projects environmental benefit?

Emails to homeowners updating project  
Social media  
Annual meeting with homeowners to educate  
on importance of water conservation and  
protection.

Please note that by obtaining cost share funding from the Lower Minnesota River Watershed District, your project may be shared with the community through our website, social media, or other media. Your project may also be highlighted on a tour or training event, with prior notice and agreement.

**Maintenance** Describe the anticipated maintenance and maintenance schedule for your project.

Board will add rain garden maintenance  
to our current grounds maintenance contract  
in consultation with our homeowners'  
gardening committee.

I acknowledge that receipt of a grant is contingent upon agreeing to maintain the project for the number of years outlined in the cost share guidelines.  Yes

### Authorization

Name of landowner or responsible party

Patricia Larson, Director, Sutton Place II

Signature Patricia A. Larson Date 9/14/22

Type or handwrite your answers on this form. Attached additional pages as needed.

For questions, contact Linda Loomis at [Naiad Consulting@gmail.com](mailto:NaiadConsulting@gmail.com) or call 763-545-4659.

Mail the completed application to

or email to:

Lower Minnesota River Watershed District  
c/o Linda Loomis, Administrator  
112 E. Fifth St., Suite 102  
Chaska, MN 55318

Linda Loomis, Administrator  
[naiadconsulting@gmail.com](mailto:naiadconsulting@gmail.com)

# 2022 Cost Share Worksheet

Labor Costs (contractors, consultants, in-kind labor)

*see attached contract*

Service Provider	Task	# Hours	Rate/Hour	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
<b>Total:</b>				\$	\$	\$

Project Materials

Material Description	Unit Cost	Total # of Units	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
<b>Total:</b>			\$	\$	\$

Total Requested Funds from LMRWD*:	\$	(A)
Total Matching/In-Kind Funds:	\$	(B)
Project Total:	\$	(C)

\*Please note: total requested funds (A) cannot be more than 50% of the Project Total (C)

Sutton Place II Drainage Improvements - Building 6  
 Owner: Sutton Place II Condominium Association  
 07/14/2022 05:00 PM CDT (Extended to 08/05/2022 05:00 PM CDT)

Selected Contractor

Item	Description	Unit	Estimated Quantity	Engineer Estimate		Urban Companies - 07/14		Outdoor Images - 08/03		Parkway Building Services - 08/05	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
A	Mobilization/Demobilization	Lump Sum	1	\$ 16,863.75	\$ 16,863.75	\$ 16,607.50	\$ 16,607.50	\$ 5,000.00	\$ 5,000.00	\$ 97,500.00	\$ 97,500.00
B	Demolition	Lump Sum	1	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,200.00	\$ 12,200.00	\$ 9,750.00	\$ 9,750.00
C	Erosion Control	Lump Sum	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,300.00	\$ 6,300.00
D	Clearing and Grubbing	Lump Sum	1	\$ 11,000.00	\$ 11,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,450.00	\$ 12,450.00
E	Site Grading and Disposal of Material Off-Site	Lump Sum	1	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00	\$ 3,000.00	\$ 3,000.00	\$ 38,000.00	\$ 38,000.00
F	Corrugated Polyethylene Pipe (Smooth Interior) and Fittings	Lineal Foot	275	\$ 70.00	\$ 19,250.00	\$ 50.00	\$ 13,750.00	\$ -	\$ -	\$ 123.00	\$ 33,825.00
G	Manhole / Catch Basin with Cover	Each	6	\$ 3,500.00	\$ 21,000.00	\$ 5,000.00	\$ 30,000.00	\$ 1,800.00	\$ 8,880.00	\$ 7,443.83	\$ 44,663.00
H	Riprap Outlet	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,800.00	\$ 1,800.00	\$ 3,600.00	\$ 3,600.00
I	Driveway - Permeable Paver	Square Foot	6,350	\$ 25.00	\$ 158,750.00	\$ 20.00	\$ 127,000.00	\$ 27.00	\$ 171,450.00	\$ 40.00	\$ 254,000.00
J	Sidewalk - Permeable Paver	Square Foot	1,950	\$ 23.50	\$ 45,825.00	\$ 20.00	\$ 39,000.00	\$ 27.00	\$ 52,650.00	\$ 66.03	\$ 128,750.00
K	Filtration Soil Mixture	Square Yard	325	\$ 25.00	\$ 8,125.00	\$ 20.00	\$ 6,500.00	\$ 100.00	\$ 3,000.00	\$ 85.00	\$ 27,625.00
L	#1 Container Perennial	Each	1,155	\$ 25.00	\$ 28,875.00	\$ 30.00	\$ 34,650.00	\$ 26.00	\$ 30,030.00	\$ 22.60	\$ 26,103.00
M	Shredded Hardwood Mulch	Square Yard	325	\$ 6.00	\$ 1,950.00	\$ 10.00	\$ 3,250.00	\$ 100.00	\$ 3,000.00	\$ 15.60	\$ 5,070.00
N	Landscape Edging	Lineal Foot	250	\$ 12.00	\$ 3,000.00	\$ 14.00	\$ 3,500.00	\$ 25.00	\$ 6,250.00	\$ 17.00	\$ 4,250.00
O	Maintenance Strip	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,725.00	\$ 2,725.00
P	Topsoil and Sod	Lump Sum	1	\$ 6,000.00	\$ 6,000.00	\$ 17,500.00	\$ 17,500.00	\$ 1,200.00	\$ 1,200.00	\$ 14,175.00	\$ 14,175.00
Q	Miscellaneous Improvements	Lump Sum	1	\$ 1,000.00	\$ 1,000.00	\$ 1.00	\$ 1.00	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00
<b>Total Base Bid:</b>					<b>\$ 354,138.75</b>		<b>\$ 348,758.50</b>		<b>Did Not Submit Base Bid</b>		<b>\$ 743,786.00</b>
Z-1	Outdoor Images - 12" PVC Piping	Lineal Foot	300	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ 45,000.00	\$ -	\$ -
Z-2	Outdoor Images - 8" PVC Piping	Lineal Foot	200	\$ -	\$ -	\$ -	\$ -	\$ 110.00	\$ 22,000.00	\$ -	\$ -
Z-3	Outdoor Images - 4" PVC Piping - Optional	Lineal Foot	300	\$ -	\$ -	\$ -	\$ -	\$ 70.00	\$ 21,000.00	\$ -	\$ -
Z-4	Outdoor Images - Gutters	Each	6	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 3,000.00	\$ -	\$ -
Z-5	Outdoor Images - Irrigation Repairs (Labor)	Hours + Parts	30	\$ -	\$ -	\$ -	\$ -	\$ 105.00	\$ 3,150.00	\$ -	\$ -
<b>Total Bid with Contractor Alterations:</b>					<b>\$ 354,138.75</b>		<b>\$ 348,758.50</b>		<b>\$ 402,110.00</b>		<b>\$ 743,786.00</b>
Alt-A	Driveway - Bituminous Pavement	Square Foot	6350	\$ 8.00	\$ 50,800.00	\$ 7.00	\$ 44,450.00	\$ 6.50	\$ 41,275.00	\$ 7.96	\$ 50,572.61
Alt-B	Sidewalk - Concrete Pavement	Square Foot	1950	\$ 15.00	\$ 29,250.00	\$ 17.50	\$ 34,125.00	\$ 14.00	\$ 27,300.00	\$ 33.91	\$ 66,116.97

- Outdoor Images Notes:**
- 1.) Did not bid base bid - Proposes Alternate piping
  - 2.) Bid Estimated Quantity/Unit Price/Extension for Line Items K and M do not match bid form (needs clarification if apparent preferred bidder)
  - 3.) Line Z-3 (4" PVC Piping) is optional
  - 4.) Bid does not include irrigation parts (just labor)
  - 5.) Sales Tax not included

\$ 348,758 total  
 - 127,000 - driveway pavers  
 -----  
 44,450 + bituminous driveway  
 \$ 266,208 revised total



# INVOICE

Barr Engineering Co.  
 4300 MarketPointe Drive, Suite 200  
 Minneapolis, MN 55435  
 Phone: 952-832-2600; Fax: 952-832-2601  
 FEIN #: 41-0905995 Inc: 1966

Remittance address:  
 Lockbox 446104  
 PO Box 64825  
 St Paul, MN 55164-0825

Melissa Cushing  
 Sharper Management  
 Suite 105  
 10340 Viking Drive  
 Eden Prairie, MN 55344

August 17, 2022  
 Invoice No: 23271815.01 - 1

<b>Total this Invoice</b>	<b>\$27,600.00</b>
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**Regarding: Sutton Place II Homeowner's Association's Drainage Improvement - Phase 1 - Building 6**

This invoice is for professional services, which include the following:

- Site Kickoff Meeting, Project Management and Preliminary Tasks including site survey
- Engineering, Design, Plans, Specifications and Construction Documents
- Engineer's opinion of construction cost
- Coordination and meetings with Sharper Management and Homeowners Association

Task	Budget	Current Invoice	Previously Invoiced	Total Billed	Remaining Budget
Tasks A-C (Lump Sum)	\$37,600.00	\$37,600.00	\$0.00	\$37,600.00	\$0.00
Task D-F (Time and Materials)	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
<b>Total</b>	<b>\$57,600.00</b>	<b>\$37,600.00</b>	<b>\$0.00</b>	<b>\$37,600.00</b>	<b>\$20,000.00</b>

**Professional Services for Period Ending August 05, 2022**

Job:	001	Project Kickoff and Project Management		
<b>Fee</b>				<b>16,000.00</b>
			<b>Job Subtotal</b>	<b>\$16,000.00</b>
Job:	002	Engineering and Design		
<b>Fee</b>				<b>19,600.00</b>
			<b>Job Subtotal</b>	<b>\$19,600.00</b>
Job:	003	Opinion of Cost		
<b>Fee</b>				<b>2,000.00</b>
			<b>Job Subtotal</b>	<b>\$2,000.00</b>
			<b>Project Total</b>	<b>\$37,600.00</b>
			<b>Retainer</b>	<b>(\$10,000.00)</b>
			<b>Total this Invoice</b>	<b>\$27,600.00</b>

Invoiced to Date	Current	Prior	Total	Received	A/R Balance
	27,600.00	0.00	27,600.00	10,000.00	27,600.00

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Bryan Pitterle, your Barr project manager, at 952.842.3645 or email at [BPitterle@barr.com](mailto:BPitterle@barr.com).

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

## BID FORM

### ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
- Sutton Place II Condominium Association  
C/O Melissa Cushing  
Community Manager  
Sharper Management, LLC  
10340 Viking Drive  
Eden Prairie, Minnesota 55344
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

### ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder 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. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder 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 (except Underground Facilities) 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder 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 Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding 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 Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid 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. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder 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 bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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 Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid 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 bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**Base Bid**

Item	Description	Unit	Estimated Quantity	Unit Price	Extension
A	Mobilization/Demobilization	Lump Sum	1	16,607.50	\$ 16,607.50
B	Demolition	Lump Sum	1	2500	\$ 2,500.00
C	Erosion Control	Lump Sum	1	5000	\$ 5,000.00
D	Clearing and Grubbing	Lump Sum	1	3000	\$ 3,000.00
E	Site Grading and Disposal of Material Off-Site	Lump Sum	1	40000	\$ 40,000.00
F	Corrugated Polyethylene Pipe (Smooth Interior) and Fittings	Lineal Foot	275	50	\$ 13,750.00
G	Manhole / Catch Basin with Cover	Each	6	5000	\$ 30,000.00
H	Riprap Outlet	Lump Sum	1	3500	\$ 3,500.00
I	Driveway – Permeable Paver	Square Foot	6,350	20	\$ 127,000.00
J	Sidewalk – Permeable Paver	Square Foot	1,950	20	\$ 39,000.00
K	Filtration Soil Mixture	Square Yard	325	20	\$ 6,500.00
L	#1 Container Perennial	Each	1,155	30	\$ 34,650.00
M	Shredded Hardwood Mulch	Square Yard	325	10	\$ 3,250.00
N	Landscape Edging	Lineal Foot	250	14	\$ 3,500.00
O	Maintenance Strip	Lump Sum	1	3000	\$ 3,000.00
P	Topsoil and Sod	Lump Sum	1	17500	\$ 17,500.00
Q	Miscellaneous Improvements	Lump Sum	1	1	\$ 1.00
<b>Base Bid (Sum of Items A – Q)</b>					<b>\$ 348,758.50</b>

**Alternate Bid**

Item	Description	Unit	Estimated Quantity	Unit Price	Extension
Alt-A	Driveway – Bituminous Pavement	Square Foot	6,350	7	\$ 44,450.00
Alt-B	Sidewalk – Concrete Pavement	Square Foot	1,950		\$ 34,125.00

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder 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 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. List of Subcontractors as described in the Instructions to Bidders.

**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

G Urban Companies Inc.

By: *Greg Urban*  
*[Signature]*

Greg Urban  
*[Printed name]*

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

Attest: *Greg Urban*  
*[Signature]*

Greg Urban  
*[Printed name]*

Title: Owner

Submittal Date: 7-14-22

Address for giving notices:

3781 LaWare Rd St. Paul MN 55110

Telephone Number:

651-248-9830

Fax Number:

Contact Name and e-mail address:

Greg Urban [GUrban@UrbanCompaniesUSA.com](mailto:GUrban@UrbanCompaniesUSA.com)

Bidder's License No.:

1R703393

(where applicable)

**FORM OF AGREEMENT**

THIS AGREEMENT is by and between Sutton Place II Condominium Association ("Owner") and G Urban Companies, 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 in Division 01 of the Technical Specifications.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents may be the whole or only a part, is generally described in Specification Section 01 11 00, Part 1.04.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Barr Engineering Co.
- 3.02 Owner has retained Barr Engineering Co. ("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. The duties and responsibilities and rights and authority of Engineer cannot be extended without written consent of Owner and Engineer.

**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. The Work will be substantially completed on or before October 31, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 18, 2022.

**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. Contract Price: \$266,208.50.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. The Bid prices for Unit Price Work set forth as of 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 actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

## 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, as may be modified by the Supplemental Conditions. 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 on or about the End of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment 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. 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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent 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
    - b. 95 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 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 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 15.06.

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## ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due as provided in Article 13 of the General Conditions shall bear interest at the rate of 2 percent per annum.

## 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 the other related data and reference items identified in the Bidding 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 (except Underground Facilities), 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 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 executed Agreement.
  - 2. Performance bond (if used)
  - 3. Payment bond (if used).
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Specifications.
  - 7. Drawings consisting of the sheets listed on the index on Drawing G-01, with each sheet prepared by Engineer or Landscape Architect.
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 6, inclusive).
  - 9. 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 anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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 Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid 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 bidding 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.
- 
- ~~B. This Agreement shall be governed by the laws of the State of Minnesota.~~
- C. There are no other provisions.

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

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Sutton Place II Condominium Association

G Urban Companies, Inc.

By: Margaret Brown

By: [Signature]

Title: Board President

Title: Owner

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

Attest: Patricia A Larson

Attest: [Signature]

Title: Director

Title: Office Manager

Address for giving notices:

Address for giving notices:

7029 W. 110<sup>th</sup> St. Circle  
Bloomington, MN 55438

3781 LeBore rd  
St Paul MN 55116

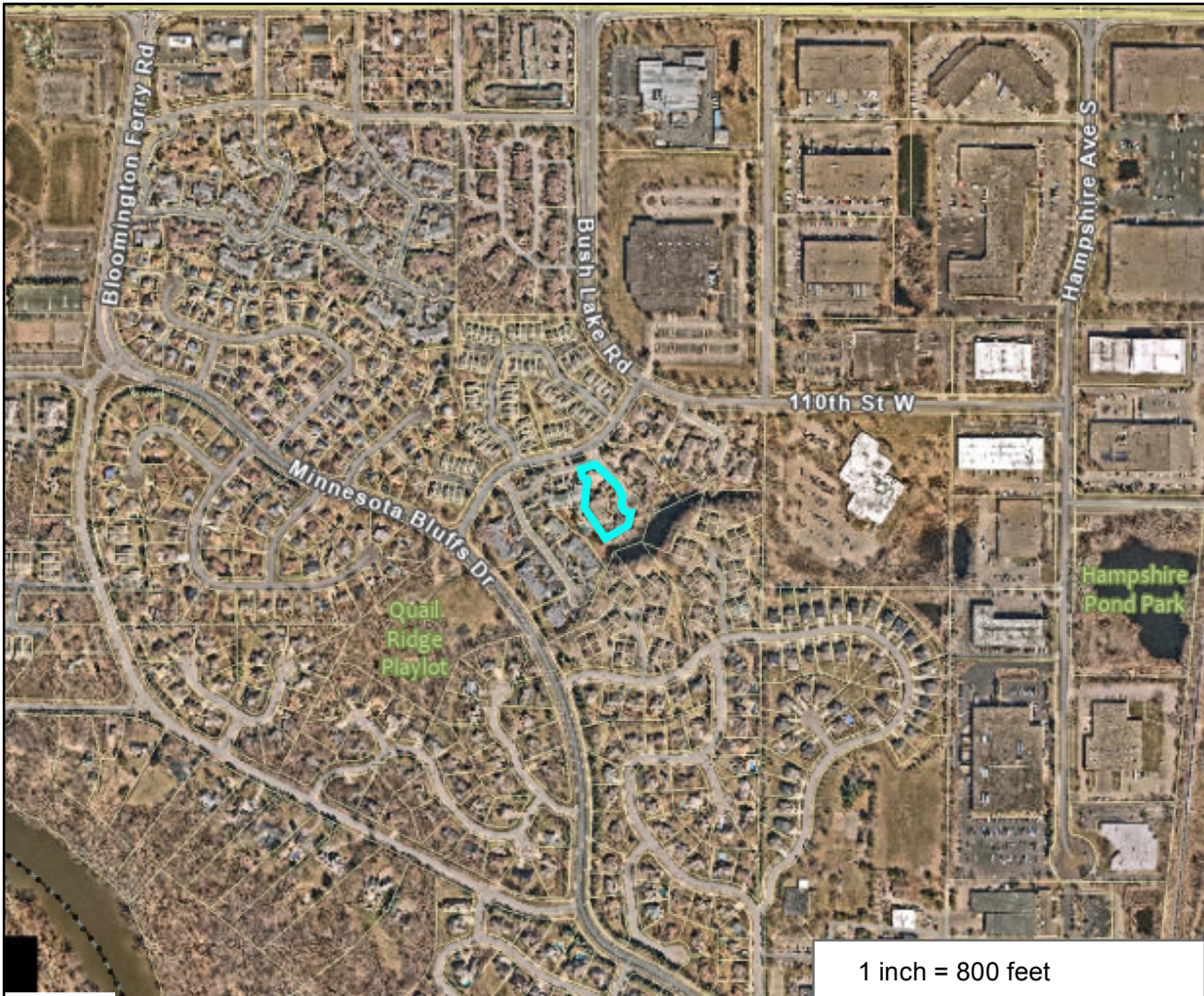
License No.: \_\_\_\_\_  
*(where applicable)*

*(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.)*



# Hennepin County Property Map

Date: 9/15/2022



PARCEL ID: 0511521220149

OWNER NAME: Patricia A Larson

PARCEL ADDRESS: 11073 Oregon Cir,  
Bloomington MN 55438 Unit: 69

PARCEL AREA: 0.89 acres, 38,559 sq ft

A-T-B: Torrens

SALE PRICE: \$156,000

SALE DATE: 10/2021

SALE CODE: Warranty Deed

ASSESSED 2021, PAYABLE 2022  
PROPERTY TYPE: Condominium  
HOMESTEAD: Homestead  
MARKET VALUE: \$126,600  
TAX TOTAL: \$1,335.48

ASSESSED 2022, PAYABLE 2023  
PROPERTY TYPE: Condominium  
HOMESTEAD: Homestead  
MARKET VALUE: \$134,500

## Comments:

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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