

1. Call To Order/Approve Agenda

A. Agenda

Documents:

[07-26-21 HRA SPECIAL MEETING AGENDA.PDF](#)

2. Minutes

3. Program Reports

4. Property Reports

A. Robinwood Manor - Parking Lot Expansion Award

Documents:

[4A. ROBINWOOD MANOR.PDF](#)

5. Items Of Discussion

6. Adjourn



Faribault Housing and Redevelopment Authority SPECIAL MEETING AGENDA

DATE: Monday, July 26, 2021
TIME: 6:00 P.M.
PLACE: 1st Floor Public Meeting Room, City Hall
208 1st Ave NW
Faribault, MN 55021

1. **Call to Order / Approve Agenda**
2. **Minutes**
 - A. None
3. **Program Reports**
 - A. None
4. **Property Reports**
 - A. Robinwood Manor – Parking Lot Expansion Award
5. **Items of Discussion**
 - A. None
6. **Adjourn**



Request for Action

TO: Faribault Housing and Redevelopment Authority

FROM: Kim Clausen, Community Development Coordinator

MEETING DATE: July 26, 2021

SUBJECT: Robinwood Manor Apartments – Parking Lot Expansion Bids

PURPOSE:

The purpose of this memorandum is to award the contract for expansion and reconstruction of the parking lot at Robinwood Manor.

BACKGROUND: Staff has been working with ISG on plans for removing, reconstructing and expanding the parking lot at Robinwood for several months. The original intent was to do a simple resurfacing and expansion. However, the condition of the lot and drainage issues warranted a more extensive reconstruction. In addition, we were now required to bring the lot up to code in terms of width of the entrances and exits and handicap accessibility of the pedestrian sidewalk that connects to Prairie Avenue. An addendum was also issued to increase the thickness of the pavement from 2.5" to 3" due to the frequent garbage truck traffic. The bid closing for the project was on July 21 and 4 companies submitted bids. Three of the four bids were complete, and the lowest responsible bid came from BCM, for \$182,471. A Bid Tabulation is attached.

The estimated budget for the project in the CIP was \$100,000. The unexpected widening of the driveways, thicker pavement and higher materials and labor costs due to the pandemic have helped to increase the cost of the project. Since the HRA is leasing the FreshAir Sensors instead of purchasing them, that saved \$31,000 from the 2021 CIP. It is estimated that revenues will exceed expenses by at least \$60,000, so the project will be able to support the increased costs.

The HRA is requested to approve BCM for the parking lot expansion and reconstruction project, and authorize staff and the Chairperson to execute the contract for services.



Bid Tabulation

Robinwood Manor Parking Lot Improvements Faribault, MN

Project Number: 21-25019
Bid Letting Time & Date: 2:00 p.m. - Wednesday, July 21, 2021
Bid Letting Location: 208 1st Ave, Faribault, MN

Contractor	Bid Bond	Responsible Contractor Form	Add. #1	Add. #2	Base Bid
BCM	x	x	x	x	\$182,471.00
Healy	x	x	x	x	\$208,410.00
Urban Companies, Inc.	x	x	x	x	\$285,000.00
Northland Grading & Excavation	x		x	x	\$230,000.00

CONTRACT FOR CONSTRUCTION SERVICES – ROBINWOOD MANOR PARKING LOT IMPROVEMENTS

This Agreement is entered into this 26TH day of July 2021 between the Housing and Redevelopment Authority of Faribault (“HRA”), and BCM Construction, Inc., is to set forth the requirements for demolition, reconstruction and expansion of the parking lot at Robinwood Manor Apartments, as described in the Robinwood Manor Parking Lot Improvements ISG No. 21-25019 Contract Documents, Project Specifications and Addenda 1 and 2.

1. Recitals.

1.1 The HRA and the City are entering into this contract as the agent or owner of the properties listed and the respective property owners and managers.

The properties are:	<u>Property Address</u>	<u>Property Owner</u>
	1324 Prairie Avenue Faribault, MN 55021	Elderly Housing Corporation Faribault HRA (managing agent)

2. Contract Documents.

2.1 The Contract between the parties consists of this document, Robinwood Manor Parking Lot Improvements ISG No. 21-25019 Contract Documents, Project Specifications and Addenda 1 and 3; and BCM Construction, Inc.’s executed Bid Form dated July 21, 2021. In the event of an inconsistency between this document and the Bid Form, this document shall control. It is the intent of the HRA that all proposed addenda are also approved with this contract.

3. Compensation.

3.1 HRA shall pay BCM Construction, Inc. a maximum of \$182,471 for services identified in the Bid Form dated July 21, 2021, which is attached to this document for reference.

HRA shall pay BCM Construction, Inc. within thirty (30) days of receipt of billings by BCM Construction, Inc. and approval of the pay request by ISG. Billing shall constitute certification by BCM Construction, Inc. that the work described has been completed in accordance with the contract and in a workmanlike manner.

Final payment for the project will not be released until the HRA has received the following required documents:

- Proof of compliance with the state income-tax withholding requirements by submitting Department of Revenue Form IC-134;
- Lien waivers from all suppliers, subcontractors and other parties that furnished labor or materials for this project;
- Product warranties as required in the Scope of Work and Specifications.

4. Term.

4.1 This Agreement shall expire on 11/30/2021.

4.2 The HRA may terminate this Agreement without cause upon 14 days written notice.

5. Insurance and Bonds.

5.1 BCM Construction, Inc. agrees to keep in force statutory workers' compensation insurance. If BCM Construction, Inc. is self-insured and exempt from workers' compensation insurance requirements, BCM Construction, Inc must provide the HRA with a copy of the certificate from the State of Minnesota indicating that the company is self-insured and exempt from such requirements. Additionally, BCM Construction, Inc. shall maintain liability coverage for all work covered under the Agreement naming the HRA as an additional insured in at least the amount of \$500,000 per claimant and \$2,000,000 for each incident.

6. Contacts.

6.1 HRA/City: Kim Clausen, Community Development Coordinator
Community Development Department
208 NW First Avenue
Faribault, MN 55021
Phone: 507.333.0375 Fax: 507.384.0507
e-mail: kclausen@ci.faribault.mn.us

6.2 Contractor: Dan Behrens, President
BCM Construction, Inc.
15760 Acorn Tr
Faribault, MN 55021
Phone: 507.333-1155
Dan.behrens@bcmgrading.com

6.3 Project Manager: Bryan Petzel, PE
ISG, Inc.
115 East Hickory St, Suite 300
Mankato, MN 56001
Phone: 507.387.6651
e-mail: Bryan.Petzel@ISGInc.com

7. Consideration.

BCM Construction, Inc., for and in consideration of the payment or payments herein specified and by the HRA to be made, hereby covenants and agrees to provide the services, products, all materials, all necessary tools and equipment, and to do and perform all the work and labor necessary to complete and fulfill the requirements as described in the Contract Documents,

Project Specifications, Addenda 1 and 3, and the Bid Form submitted by BCM Construction, Inc. (hereinafter referred to as the "Proposal"), which is hereby referred to and attached and made a part of this Agreement as fully and to the same extent as if set forth herein in detail.

8. Performance of Work.

8.1 BCM Construction, Inc. also agrees that all the work and labor shall be done in the best and most diligent manner and that all materials and labor shall be in entire and strict conformity in every respect with the Proposal, and the requirements of federal, state and local laws, ordinances, regulations, standards, and specifications of the HRA and shall be subject to the inspection and approval of the proper authorities of the HRA for the supervision of the work, and in case any of said material or labor shall be rejected by the HRA as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done anew to the satisfaction and approval of the HRA at the cost and expense of BCM Construction, Inc.

In order to minimize the disturbance of residents, work shall be performed between the hours of 7:00 a.m. – 6:00 p.m., Monday through Friday. If BCM Construction, Inc. wishes to perform work outside of these hours, this must be approved by the HRA on a case-by-case basis, prior to the commencement of such work.

Employees, contractors and subcontractors of BCM Construction, Inc. shall not use obscene or inappropriate language, participate in inappropriate behavior or smoke in the units, commons areas or grounds where the work is being performed. The HRA considers inappropriate behavior to include sexual harassment, asking residents for dates or inappropriate personal information, requesting sexual favors or any other similar behavior.

BCM Construction, Inc. shall clean their work area, particularly any work performed in the common areas or grounds, before leaving each day and at the completion of the entire job.

BCM Construction, Inc. shall not leave any areas unsecured or unattended.

9. Non-Discrimination Clause.

9.1 BCM Construction, Inc. agrees that in the hiring of common or skilled labor for the performance of any work under this Agreement, no BCM Construction, Inc., material supplier, or vendor, shall, by reason of race, creed, color, sex or national origin, discriminate against any person or persons who are citizens of the United States and who are qualified and available to perform the work to which such employment relates; that neither he nor any subcontractor, material supplier, or vendor, shall in any manner discriminate against, or intimidate, or prevent the employment of any such person or persons from the performance of work under this Agreement on account of race, creed, color, sex or national origin; that any violation of this paragraph shall be a misdemeanor; and that this Agreement may be canceled or terminated by the HRA and all money due, or to become due hereunder, may be forfeited, for a second or any subsequent violation of the terms or conditions of this Agreement.

Indemnification.

10.1 BCM Construction, Inc. hereby agrees to protect, defend and hold the HRA and its officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, costs, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the activities contemplated by this Agreement, (ii) including, without limitation, any claims for any lien imposed by law for services, labor or materials, or (iii) by reason of the execution of this Agreement or the performance of this Agreement. BCM Construction, Inc., and BCM Construction, Inc.'s successors or assigns, agree to protect, defend and save the HRA, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance. This indemnity shall be continuing and shall survive the performance or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the HRA of any immunities, defenses, or other limitations on liability to which the HRA is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466, or otherwise.

11. Waiver of Claims.

11.1 In consideration for this Agreement, BCM Construction, Inc., BCM Construction, Inc.'s attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors, and assigns, hereby releases and forever discharges the HRA, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, HRA consideration, execution and performance of this Agreement between the parties.

12. Amendments.

12.1 Any amendment to this Agreement must be in writing and signed by both parties.

13. Agreement Binding; Assignment of Agreement.

13.1 This Agreement shall be binding upon and inure to the benefit of the parties. No assignment or attempted assignment of this Agreement or of any rights hereunder shall be effective without the prior written consent of the HRA.

14. Execution Authority.

14.1 Each of the undersigned parties warrants it has the full authority to execute this Agreement.

15. HRA Members Not Personally Liable.

15.1 No officer, agent or employee of the HRA shall be personally liable to BCM Construction, Inc., or any successor in interest, in the event of any default or breach by the HRA on any obligation or term of this Agreement.

16. Relationship of Parties.

16.1 BCM Construction, Inc. acknowledges that nothing contained in this Agreement nor any act by the HRA or BCM Construction, Inc. shall be deemed or construed by BCM Construction, Inc. or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the HRA and BCM Construction, Inc.

17. Execution in Counterparts.

17.1 This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

18. Governing Law and Venue.

18.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

19. Compliance With Laws.

19.1 BCM Construction, Inc. warrants that all work performed pursuant to this Agreement shall be in compliance with all federal, state and local laws, ordinances, regulations, rules, and standards, as well as all specifications of the HRA.

20. Entire Agreement.

20.1 This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire Agreement between the HRA and BCM Construction, Inc., and supersedes any other written or oral agreements between and HRA and BCM Construction, Inc.

21. Validity of Agreement Provisions.

21.1 In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions in any application thereof shall not in any way be affected or impaired thereby.

22. Enforcement of Agreement Provisions.

22.1 No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.

23. Data Practices Compliance.

23.1 Any and all data created, collected, received, stored, used, maintained, or disseminated by BCM Construction, Inc. pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and BCM Construction, Inc. must comply with these requirements as if it were a government entity. This paragraph does not create a duty on the part of BCM Construction, Inc. to provide access to public data to the public if the public data are available from the HRA, except as required by the terms of this Agreement.

24. Audit Clause.

24.1 BCM Construction, Inc. agrees that the books, records, documents and accounting procedures and practices of the BCM Construction, Inc. relating to this contract are subject to examination by the HRA and the state auditor for a minimum of six years.

**HOUSING AND REDEVELOPMENT
AUTHORITY OF FARIBAULT**

BCM CONSTRUCTION, INC.

BY: _____
Deanna Kuennen
Executive Director

BY: _____
Dan Behrens
President

BY: _____
Narren Brown, HRA Chair

THIS DOCUMENT WAS DRAFTED BY:
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021