

From: Hedman, Christine
Sent: Friday, December 11, 2015 2:21 PM
To: opheim@[REDACTED]
Cc: Ruedy, Kimberley; Harwood, James; Owens, Stanley; Ogilvie, Elaine; compliance.mdhr@state.mn.us; Snyder, April
Subject: Final Notice to Proceed - Contract 15P214 - Downtown East Pedestrian Bridge
Attachments: NTP_15P214_Final.pdf; Contract executed.pdf

Good afternoon Mr. Opheim,
Attached, please find PDF documents regarding the Contract in reference.
For questions regarding the services to be furnished stated in the Final Notice to Proceed letter, please contact Authorized Representative Stan Owens at [REDACTED].

Sincerely,

Christy Hedman

Procurement Department

christine.hedman@[REDACTED]

P. [REDACTED] | F. 651.602.1083

00520 CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, executed in the County of Ramsey, in the State of Minnesota, entered into this 20th day of November and effective the latest date indicated on the signature page, by and between the **Metropolitan Council**, Ramsey County, Minnesota, hereinafter called the "COUNCIL", acting through its Regional Administrator who acts herein solely for the COUNCIL and without personal liability, party of the first part, and **L.S. Black Constructors, Inc.**, hereinafter called the "CONTRACTOR", party of the second part;

WHEREAS, the COUNCIL, pursuant to authority vested in it by Acts of Legislature of the State of Minnesota, did, by advertisement heretofore made in accordance with the provision of said Acts, invite proposals for Downtown East Pedestrian Bridge, Project Number 62322,

WHEREAS, in accordance with said advertisement and with **Document 00200 Instruction To Bidders**, prepared by the COUNCIL and submitted to Bidders, the CONTRACTOR submitted to the COUNCIL a Bid for Downtown East Pedestrian Bridge, Project Number 62322, herein described and a Contract was duly awarded by the COUNCIL to the CONTRACTOR, for the prices specified in the Bid, said Bid and all related Contract Documents being made a part of this Contract, whether or not hereto attached;

NOW, THEREFORE, in consideration of the mutual promises contained in this contract, the parties agree as follows that the CONTRACTOR agrees with the COUNCIL to perform all work and, at its own risk and expense, construct the said Work and be compensated for said Work as follows:

- For the work performed the COUNCIL will pay CONTRACTOR on the basis of submitted and approved Claim for Payments; in accordance with General Conditions 00700, ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION;
- The maximum total compensation payable to the CONTRACTOR by the COUNCIL for all work performed under this Contract shall not exceed the amount of \$9,650,000. Any adjustments to the total compensation will be in accordance with General Conditions 00700, ARTICLE 10 CHANGE OF CONTRACT PRICE.
- The Work of the Project shall be Substantially Completed not later than June 15, 2016.
- The Work of the Project shall be Fully and Finally Completed not later than July 31, 2016.

COUNCIL and CONTRACTOR recognize that **TIME IS OF THE ESSENCE OF THIS CONTRACT** and agree that liquidated damages for delay shall be:

- \$1,000 per day after substantial completion date.
- \$5,000 per day after final completion date.
- \$70,000 liquidated damage assessed on the day of the Stadium Grand Opening Event if final completion is not achieved by that date. (Date to be determined but will be no earlier than July 31, 2016)
- \$140,000 liquidated damage assessed on the day of each 2016 NFL Home Game (including preseason) if final completion not achieved by that date. (Anticipated date: August 14, 2016 (official schedule released in May 2016))

THIS AGREEMENT FURTHER WITNESSETH that the CONTRACTOR, by executing this Contract, declares and asserts that it has read each and every clause in each of:

1. Bid Form;
2. Contract Agreement;
3. Performance Bond;
4. Payment Bond;
5. General Conditions;
6. Supplemental Conditions, if applicable;
7. Supplementary Conditions, if applicable;
8. All other documents listed under Contract Requirements of the Table of Contents;
9. Technical Specifications;
10. Drawings;
11. All Addenda issued prior to the time of opening of the Bids;

all of which are hereby made part hereof with like force and effect as though recited herein at length, and fully understands the meaning of the same and that in connection therewith CONTRACTOR has examined the site of the Work and fully understands the character of the Work to be done under this Contract.

THIS CONTRACT is entered into under and pursuant to the laws of the State of Minnesota and shall in all respects be construed in accordance with the laws of the State.

The Architect/Engineer for this contract: EVS, Inc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated.

L.S. BLACK CONSTRUCTORS, INC.

Date: 11/20/15

By: 


Its: CEO

By: _____

Its: _____

METROPOLITAN COUNCIL

Date: 11/30/15

By:  ^{for Wes Koistinen}
Regional Administrator

December 10, 2015

John E. Opheim
L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 140
St. Paul, MN 55116
opheim@[REDACTED]

**Re: Downtown East Pedestrian Bridge
Metropolitan Council Contract Number 15P214
Final Notice to Proceed**

Dear Mr. Opheim:

Enclosed is one complete, executed copy of the Contract Documents for the above referenced Project. This letter serves as your official "Notice to Proceed". Time of Completion for this Project shall be consistent with Contract Agreement (Document 00520). The Contract Time shall commence effective immediately.

The goals for this project were 11% DBE. L.S. Black Constructors, Inc. proposes to use 13.74% DBE for this project.

The Metropolitan Council has assigned Stan Owens as its Authorized Representative for this Project. Mr. Owens can be reached at:

Metropolitan Council
560 6th Avenue N
Minneapolis, MN 55411
[REDACTED]

Please provide Mr. Owens with the name, address, and telephone number of your Project Manager. Mr. Owens will contact your Project Manager to schedule a pre-construction conference prior to the actual start of work. We remind you to submit all required items not previously submitted at the initial conference, as well as all agreed upon items, prior to the actual start of work.

We congratulate you on securing this Contract. We trust the Project will be mutually beneficial and we look forward to working with you.

Sincerely,


Jody Jacoby, CPPO
Manager, Contracts

JLJ/kjr

Enclosure

cc: James Harwood, w/enc., Stan Owens, w/enc., April Snyder, w/enc, Elaine Ogilvie, w/enc.,
Compliance.mdh@[REDACTED] w/o enc