

City of Minneapolis
PURCHASING DEPARTMENT

INTER - OFFICE MEMORANDUM

T Perry Smith F Harold D. Beetsch
O City Engineer R Purchasing Agent
M October 6, 1980
SUBJECT Contract for O.P. 7210

Attached is your copy of Contract No. 5182 with Adolfson & Peterson, Inc., for construction of the St. Anthony Parking Facility, as per their bid and our specifications on our Official Publication No. 7210.

This copy is for your records.

csr

attach.

RECEIVED
OCT 10 1980

DEPT. OF PUBLIC WORKS

SIGNED

Carol Rogers

DEPARTMENT OF PUBLIC WORKS

MEMO & REPLY FORM

GAF

INITIAL & RETURN
CARBON COPY

To Bernie Maciej

From Greg Einstad 11/3 1978

SUBJECT Contract Adolfson Peterson, St. Anthony Ramp

Attached is a copy of the agreement.
Please retain for your records.

GAF:mb
Attach

5182

MAY 23 1980
City Clerk

THIS AGREEMENT, made and entered into this 25th day of June, 1980, by and between _____

Adolfson & Peterson, Inc., a Minnesota corporation
contractor _____, and the City of Minneapolis, a municipal corporation in the County of Hennepin, State of Minnesota, hereinafter called the City,

WITNESSETH: That the said contractor _____, in consideration of the covenants and agreements of the said City, hereinafter set forth, and for the sum and price of Four Million, One Hundred Forty-five Thousand One Hundred ~~hereby xxxxxxxx~~ Dollars (\$4,145,100.00) hereby agrees to furnish all labor, materials, equipment and incidentals necessary and proper to complete general, mechanical, electrical and elevator construction of the St. Anthony Parking Facility; as stated in description and price detail contained in Exhibit A (Scope of Agreement), attached hereto; and

Estimated expenditure - - \$4,145,100.00

all in strict conformity with the specifications and contract documents therefor and the proposal of said contractor _____ based thereon, which said specifications, proposals and contract documents are hereby expressly made a part of this agreement.

Contractor further agrees that it will pay all persons furnishing services and/or labor and/or material incident to the performance of this contract and will furnish the City with satisfactory evidence that all of said persons have been fully paid; and that upon default or delinquency of contractor in making such payments, said persons may, at the option of the City, be first paid out of amounts due the contractor, its agents or assigns, before any part thereof is paid to them, and deducted from any remaining balance due them. Contractor will take all precautions necessary to protect the public against injury, and will defend, indemnify and save said City harmless from all damages and claims of damages that may arise by reason of any negligence on the part of the contractor _____, its agents or employees, while engaged in the performance of this contract, and against any and all claims, liens and claims of liens for labor performed or material furnished as aforesaid, including claims for material or services furnished or sub-contracted for by contractor without

authorization of the governing body of the City, and against all loss by reason of the failure of said contractor, in any respect to fully perform all obligations under this contract.

No attempted assignment by the contractor of any of its rights or obligations under this agreement shall in any way be valid, effective, or binding upon the City unless and until the City gives its written consent thereto, such consent to be evidenced by proper action of the City Council of said city, specifically consenting to the particular assignment, and copies of the written record of such council action transmitted to the contractor and the assignee.

Contractor agrees that during the life of this contract it will not, within the State of Minnesota, discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin or ancestry nor on any other basis prohibited by Minnesota Statutes Sections 181.59 and 363.03; and Chapter 945 Minneapolis Code of Ordinances; or prohibited by any other provision of said statutes or ordinances; all of which are incorporated herein by reference. Contractor will include a similar provision in all subcontracts entered into for the performance hereof. This contract may be canceled or terminated by the City, and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of this paragraph.

Said City hereby agrees to purchase said construction
and to pay said contractor subject to the provisions of this contract,
upon bills duly audited and approved by said City after delivery and
acceptance by said City.

IN WITNESS WHEREOF, said Adolfson & Peterson, Inc.

and said City of Minneapolis have caused these presents to be executed

in their behalf respectively by their _____

proper officers ~~of said~~ _____

thereto duly authorized, and their corporate seal _____

to be hereto affixed, the day and year first above written.

IN THE PRESENCE OF: ADOLFSON & PETERSON, INC

Helen Murray

By Gordon Peterson

Jane Gilbert

And Paul G. Hoffman Sr. V.P.

CITY OF MINNEAPOLIS

By [Signature]
Mayor

And Harold D. Bates
Purchasing Agent

Attest [Signature]
City Clerk

Countersigned:

Mary Des Roches
City Comptroller-Treasurer

Approved as to Legality:
P. J. Oitken 8/11/80
Assistant City Attorney

REC'D COMPT. OCT 1 1980
TREAS.

KNOW ALL MEN BY THESE PRESENTS, That

Adolfson & Peterson, Inc., a Minnesota corporation
 as principal, and AETNA INSURANCE COMPANY
 as surety, are held and firmly bound unto the City of Minneapolis, a municipal corporation in Hennepin County, Minnesota, obligee, in the penal sum of Four Million, One Hundred Forty-five Thousand One Hundred and No/100 Dollars
 (\$4,145,100.00) for the use of said obligee and of all persons furnishing materials, services, equipment, supplies, or insurance premiums for the purpose of the contract hereinafter mentioned, for the payment of which sum well and truly to be made to said obligee, its successors or assigns, we bind ourselves, our successors, agents and assigns jointly and severally, firmly by these presents.

The conditions of the above obligations are such that WHEREAS the above bounden principal has executed a written contract with the said City of Minneapolis dated June 25, 1980 for all labor, materials, equipment and incidentals necessary and proper to complete general, mechanical, electrical and elevator construction of the St. Anthony Parking Facility

as provided in said contract; and the plans and specifications therefor, the regularity and validity of which is hereby affirmed;

NOW, THEREFORE, if the above bounden principal shall well and truly perform and complete said contract in accordance with all of its terms, and to the satisfaction, approval and acceptance of said obligee and its purchasing agent, and shall fully perform all the covenants and agreements of said contract by it to be performed, and shall pay as they become due all just claims for all work and tools, machinery, skill, materials, insurance premiums, equipment and supplies, for the completion of said contract in accordance with its terms, and for any work or material furnished, ordered or subcontracted for by the principal without authorization of the obligee; and defend, indemnify and save said obligee harmless from all claims or causes of action against the obligee, in consequence of the granting of said contract or which may in anywise result therefrom, including quasi-contract claims, and from all losses, costs, charges, or damages, direct and indirect, to the obligee that may be alleged or accrued on account of the doing of the work specified in said contract, or from failure of the principal to fully perform all of the terms of the contract documents or to make the payments specified above; or by reason of any negligence of the principal, its agents or employees, in the performance of the contract; and from all claims for material or services furnished or subcontracted for by the contractor without authorization by the obligee, and for the costs of enforcing the terms of this bond if action is brought on the bond, including reasonable attorneys fees, in any case where such action is successfully maintained; and shall comply with the laws pertaining thereto; then this obligation shall become null and void; otherwise to be and remain in full force and effect. The principal and surety herein waive the filing of notice of claim pursuant to Minnesota Statutes §574.31. No assignment, modification or change in the contract or in the work covered thereby, nor any extension of time for completion of the contract, or failure of notice of any of the above to the surety, shall release the surety on this bond.

It is agreed that, in addition to any other provisions contained herein, this bond is intended, without being so limited, to comply with and furnish the coverage required by Minnesota Statutes §574.26.

Signed with our seals and dated this 25th day of June, 1980.

IN THE PRESENCE OF:

Helen Murray
Jake Gilbert
Norman Peterson

Approved as to Legality:

P. J. Osterman 8/11/80
 Assistant City Attorney

ADOLFSON & PETERSON, INC.

By Gordon G. Peterson
 And Paul G. Wolfson D.C.P.

AETNA INSURANCE COMPANY

By Helen F. Wheeler
 Helen F. Wheeler, Attorney-in-fact

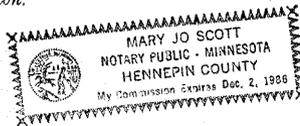
ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

STATE OF MINNESOTA, } ss.
County of Hennepin.

On this 25th day of June, 1980, before me appeared
Gordon A. Peterson and David G. Adolfson

to me personally known, who being by me duly sworn did say that they are respectively the Executive Vice
President and Sr. Vice President of
ADOLFSON & PETERSON, INC.

the corporation described in and who executed the foregoing instrument; that the seal affixed to the fore-
going instrument is the corporate seal of said corporation; that said instrument was executed in behalf
of said corporation by authority of its Board of Directors; and said Gordon A. Peterson
and David G. Adolfson acknowledged said instrument to be the free act and deed of said
corporation.



Mary Jo Scott
Notary Public,
Hennepin County, Minn.
My commission expires

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL OR PARTNERSHIP)

STATE OF MINNESOTA, } ss.
County of Hennepin.

On this _____ day of _____, 19____, before me appeared

_____ to me known to be the person described in and who
executed the foregoing instrument, and acknowledged that he executed the same as his own free act
and deed.

Notary Public,
Hennepin County, Minn.
My commission expires

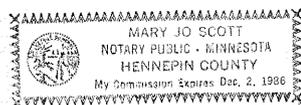
ACKNOWLEDGMENT OF SURETY

STATE OF MINNESOTA, } ss.
County of Hennepin.

On this 25th day of June, 1980, before me appeared

Helen F. Wheeler to me personally known, who being
by me duly sworn did say that he is the Attorney-in-fact

of AETNA INSURANCE COMPANY
the corporation who executed the foregoing instrument as surety; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said
corporation by authority of its Board of Directors, and said Helen F. Wheeler acknowledged
said instrument to be the free act and deed of said corporation.



Mary Jo Scott
Notary Public,
Hennepin County, Minn.
My commission expires

APPROVAL OF BOND

We hereby approve the foregoing bond and sureties thereon this _____ day of
_____, 19_____

[Signature]
Mayor
Mary DesRoches
City Comptroller-Treasurer

Excess Ltd - Mission Insurance Co. - Pol # 77859555 - Exp. 3/1/81 = \$10,000,000.00 as Single Ltd

Certificate of Insurance for:
General Liability X Excess Liability, including Auto
Automobile Liability X Builders Risk, Fire & Extended
Workmen's Compensation X Coverage X
Certificate issued to: City of Minneapolis
Project St. Anthony Parking Facility Location Minneapolis, Minnesota
Owner City of Minneapolis, Purchasing Department, A2203 Government Center, Mpls 55487
Contractor Adolfson & Peterson, Inc.

Insured Adolfson & Peterson, Inc. Address P. O. Box 9377, Minneapolis, 55440
This is to certify that the following policies, subject to their terms, conditions and exclusions have been issued by the named companies:

WORKMEN'S COMPENSATION:

Policy No. 3950068543 Inception Date 3/1/80 Expiration Date 3/1/81
Insuring Company U.S. Fidelity & Guaranty Address Minneapolis, Minnesota
Agent Alexander & Alexander, Inc. Address Minneapolis, Minnesota
Statutory Employer's Liability Amount \$ 100,000
All States Endorsement: Yes X No
Locations Covered All Locations

PUBLIC LIABILITY: Combination Comprehensive General

Policy No. ICCD05049 Inception Date 3/1/80 Expiration Date 3/1/81
Insurer U.S. Fidelity & Guaranty Company Address Minneapolis, Minnesota
Agent Alexander & Alexander, Inc. Address Minneapolis, Minnesota

Limits:

Bodily Injury Per Person \$ Per Occurrence \$ 500,000
Personal Injury Per Person \$ Per Occurrence \$ 500,000
Property Damage Per Occurrence \$ 200,000 Aggregate \$ 200,000

OR

Combined Single Limit \$ Each Occurrence
Coverages Provided (check applicable space):

	YES	NO
Operations of Contractor	<u> X </u>	<u> </u>
Operations of Sub-Contractor (contingent)	<u> X </u>	<u> </u>
Elevators, if any	<u> X </u>	<u> </u>
Completed Operations	<u> X </u>	<u> </u>
Contractual Liability (broad form)	<u> X </u>	<u> </u>
Governmental Immunity is waived	<u> X </u>	<u> </u>
Explosion, collapse & underground operations	<u> X </u>	<u> </u>
Broad Form Property Damage: (Premises & operations)	<u> X </u>	<u> </u>
(contractual)	<u> X </u>	<u> </u>

UMBRELLA EXCESS LIABILITY INCLUDING AUTOMOBILE LIABILITY:

Policy No. Inception Date Expiration Date
Insuring Company Address
Agent Address
Single Limit Bodily Injury & Property Damage, Each Occurrence \$

AUTOMOBILE LIABILITY:

Policy No. BAP266737 Inception Date 3/1/80 Expiration Date 3/1/81
Insurance Company U.S. Fidelity & Guaranty Address Minneapolis, Minnesota
Agent Alexander & Alexander, Inc. Address Minneapolis, Minnesota
Limits of Liability: Bodily Injury Liability \$ Each Person
Non-owned vehicles: Property Damage Liability \$ Each Occurrence
Yes X No Combined Single Limit \$ 500,000 Each Occurrence

and that the policies above listed meet the minimum coverage requirements of the specifications for said project.

Agent carries Errors and Omissions Insurance Yes No

In the event of cancellation or non-renewal, or any material change in the above policies, 15 days prior notice will be given to the City of Minneapolis

Dated at Minneapolis, Minnesota