

Request for Proposals

**For City Owned Land
Owner Occupied Townhomes
Residential Development
of Lyndale Properties
For The City of Bloomington, MN**

Due: 11:00 A.M., Thursday, November 14, 2019

**At the Office of the Purchasing Agent
City of Bloomington
1800 W Old Shakopee Road,
Bloomington, MN 55431-3096**

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I. Purpose (Introduction)

This RFP seeks proposals for the purchase and development of residential property on land currently owned by the City. The City seeks to contract with a Developer who will build owner occupied townhome residential units. Prior to entering into a purchase and development agreement, the City will select a developer for the property using this Request for Proposals (RFP) process.

II. Definitions

ADDENDA – Written instruments issued by the City prior to the date for receipt of Proposals which modify or interpret the Request for Proposal (RFP) by addition, deletions, clarification or corrections.

CITY – The City of Bloomington, a political subdivision of the State of Minnesota.

CONTRACT – The written agreement between the City and the Contractor covering the Project. The contract documents consist of the RFP, submitted Proposal, including any diagrams, blueprints, addenda, and a form of agreement between the City and the Contractor.

CONTRACTOR/DEVELOPER – The qualified Contractor/Consultant that is awarded the Contract for the Project.

PROJECT – The development of owner occupied townhomes residential units on properties located at 8036, 8100, 8110, 8112, 8126, 8132, 8138, 8142, 8200, 8206, and 8212 Lyndale Avenue South and 8151 Aldrich Avenue South, Bloomington, Minnesota.

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor or services for the sum stated and submitted in accordance with the RFP.

PROPOSER– The person, Contractor, Developer, corporation or other entity submitting a Proposal on items listed in the RFP and thereby agreeing to meet the terms and conditions of the RFP if awarded the contract.

RFP – This document, entitled “Request for Proposals For Residential Development of Lyndale Properties For The City of Bloomington, MN,” which includes all items listed in the Table of Contents on page 2 and any Addenda.

SITE – The Site refers to the City-owned properties available for development: 8036, 8100, 8110, 8112, 8126, 8132, 8138, 8142, 8200, 8206, and 8212 Lyndale Avenue South and 8151 Aldrich Avenue South.

III. Inquiries

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted, except to confirm delivery of Proposal or written correspondence. All questions concerning the RFP must reference the page number, section heading, and paragraph. Questions may be submitted via email. Please place “Owner Occupied Townhomes Residential Development of Lyndale Properties Question” in the subject line.

Contractors needing additional submittal, general requirement, or technical information should contact **Heather Forcier Boettcher, City of Bloomington Purchasing Agent** via email: Purchasing@BloomingtonMN.gov.

All inquiries, questions, or clarifications must be submitted not later than October 31, 2019. Those inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be responded to by a final addendum issued no later than November 7, 2019. Inquiries and the City’s response will be provided to all Contractors who acquired an RFP.

Do not ask other City personnel questions, as information gathered from other sources may not reflect the City’s position or interest and could result in disqualification.

The City reserves the right to contact Contractors individually for the purpose of clarifying Proposals.

Any Addenda to this RFP will be issued in writing. No oral statements, explanations, or commitments shall be provided. Contractors must return **Confirmation of Receipt of Addenda** with their proposals noting receipt of any addendums that may be issued.

IV. Projected Timetable

Issue Request for Proposals	September 3, 2019
Questions in Writing Cutoff	October 31, 2019
Final Addendum to RFP	November 7, 2019
Proposals Due	November 14, 2019
Evaluation of Proposals	November 15 – 22, 2019
Developer Interviews (as necessary)	December 2019

Staff completes evaluation	December 2019
Recommendation submitted to City Council (public hearing)	January 2020
Negotiate purchase and development agreements and developer environmental due diligence (optional)	January-February 2020
City Council consider purchase And development agreement	February – March 2020
Developer submits plans for Preliminary And Final Development Plans	April – June 2020
Closing	July 2020

V. Project Description

The City of Bloomington (City) owns properties along Lyndale Avenue South, east of Aldrich Avenue South, south of American Boulevard West and north of West 83rd Street, easily accessed by Interstate Highways 35W & 494 in the north central part of the City. The properties will be sold for private development. Properties for sale are 8036, 8100, 8110, 8112, 8126, 8132, 8138, 8142, 8200, 8206, and 8212 Lyndale Avenue South and 8151 Aldrich Avenue South, as shown in Attachment A.

The City will sell the lots “as-is”. Prior to entering into a purchase and development agreement, the City intends to select a developer for the Site using this Request for Proposals (RFP) process. The City has not established a specific dollar value for the sale of this property; however a real estate sale must be at fair market value. The Site remains vacant at this time.

The successful Proposer will need to submit and receive approval of proper rezoning and an urban-designed development site plan through the City’s normal development approval process upon successful sale of the City owned land (see Section VIII. THE CITY’S DEVELOPMENT REVIEW PROCESS (ENTITLEMENT PROCESS) below).

Site Facts

- The Site consists of 12 parcels, totaling 135,351 square feet, currently vacant.

Street Number	Street Name	PID	Lot Area (sq. ft.)	Legal Description
8151	ALDRICH AVE S	0402724140010	10,030	04 027 24 Block: 0 Parcel Description: S 105 FT OF W 1/2 OF E 1/2 OF SE 1/4 OF SE 1/4 OF NE 1/4 EX ROAD
8036	LYNDALE AVE S	0402724140004	9,981	04 027 24 Block: 0 Parcel Description: N 96 FT OF S 858 FT OF E 1/8 OF SE 1/4 OF NE 1/4 EX ROAD
8100	LYNDALE AVE S	0402724140006	14,731	04 027 24 Block: 0 Parcel Description: N 112 5/10 FT OF S 225 FT OF E 1/8 OF N 32 RODS OF S 60 RODS OF SE 1/4 OF NE 1/4 EX ROAD
8110	LYNDALE AVE S	0402724140007	14,726	04 027 24 Block: 0 Parcel Description: S 112 5/10 FT OF E 1/8 OF N 32 RODS OF S 60 RODS OF SE 1/4 OF NE 1/4 EX ROAD
8112	LYNDALE AVE S	0402724140008	17,272	04 027 24 Block: 0 Parcel Description: N 132 FT OF S 28 RODS OF E 1/8 OF SE 1/4 OF NE 1/4 EX ROAD
8126	LYNDALE AVE S	0402724140009	9,811	04 027 24 Block: 0 Parcel Description: COM AT NE COR OF LOT 1 BLK 1 PRAIRIE VILLAGE 1ST ADDN TH W TO NW COR THEREOF TH N 75 FT TH E 130 82/100 FT TH S 75 FT TO BEG
8132	LYNDALE AVE S	0402724140024	9,809	PRAIRIE VILLAGE 1ST ADDITION Lot: 1 Block: 1
8138	LYNDALE AVE S	0402724140025	9,807	PRAIRIE VILLAGE 1ST ADDITION Lot: 2 Block: 1
8142	LYNDALE AVE S	0402724140026	9,793	PRAIRIE VILLAGE 1ST ADDITION Lot: 3 Block: 1 Parcel Description: EX STREET
8200	LYNDALE AVE S	0402724410063	9,790	SOUTH LYNN ADDITION Lot: 1 Block: 1 Parcel Description: EX STREET
8206	LYNDALE AVE S	0402724410064	9,801	SOUTH LYNN ADDITION Lot: 2 Block: 1
8212	LYNDALE AVE S	0402724410065	9,800	SOUTH LYNN ADDITION Lot: 3 Block: 1

- The Site is currently zoned R-1 guided Low Density Residential, with the exception of 8036 Lyndale Ave S, which is currently guided Office; the Site requires reguiding and rezoning for higher density.
- The single-family units to be developed on the property need to be owner-occupied and fit in with the surrounding neighborhood.

- If the development includes more than 20 units, nine percent (9%) must be affordable to individuals and families earning up to 110% AMI (area median income). The remainder to be market rate. (See the Opportunity Housing Requirement in the Bloomington City Code, Chapter 9 Section 9.06)
- The concept design must be innovative, creative and take into consideration new urbanization practices, such as vertical design, creating a sense of place.
- Design must make an attractive impact as this is a gateway entry point into Bloomington, entering from I-494 onto Lyndale Avenue South.
- Land sale approach: The City will be seeking to discount the land for affordable housing units, which must be deed restricted for affordable home ownership for at least twenty years, and expect the remainder of the land at market price.

VI. Development Objectives

A. Maximize Development Potential

Maximization of the Site's development potential in an urban context. The site is currently zoned Low Density Residential, with the exception of 8036 Lyndale Ave S, which is currently zoned Office. The parcels will need to be replatted by the Developer. Proposals should maximize the site's buildable potential for building vertical and supporting the City's strategic priorities: community amenities, community image, focused renewal, environmental sustainability, inclusion and equity, and high quality service delivery. See the below picture of what Bloomington is striving for:



B. Inclusion and Equity

Development with a diverse owner/partnership model. The City of Bloomington will give preference to proposals with a development ownership/partnership model that promotes the City's goal of creating One Bloomington while also addressing the City's strategic priority of inclusion, equity and affordable housing. See <https://www.bloomingtonmn.gov/cob/one-bloomington>.

VII. Existing Environment

The properties were originally acquired and reconstructed by the City in 2006 as part of a federal Lyndale Avenue project in conjunction with State Aid and MNDOT. At that time, sewer and water were abandoned. It is possible to establish a contiguous line with land assembly of two existing homes.

A. Storm and Surface Water Options

Water quality management must be consistent with the Bloomington Comprehensive Surface Water Management Plan.

B. Soil Conditions & Environmental

The City has not performed any soil or environmental tests on the site. Developers may request site access to conduct their own soil and environmental tests. The City will require an access and indemnity agreement (See sample Right of Entry Agreement in Section XVII – contact Barb Wolff at Bwolff@BloomingtonMN.gov for a clean copy). The costs of these tests and any required soil corrections or environmental remediation will be the developer's responsibility.

The City will sell the Site in an as-is condition without any environmental investigation, remediation or warranties. Any soil or environmental due diligence or remediation will be at the Developer's expense.

C. Construction Readiness

The City has not prepared any analysis of the site in terms of construction suitability. Construction readiness issues would be the responsibility of the successful Proposer. This would include issues such as compaction of material, grading requirements, reguiding, rezoning, etc.

VIII. The City's Development Review Process (Entitlement Process)

Developers submitting Proposals should be aware of the City's review process for development projects Preliminary and Final Development Plan (the entitlement process):

- The development review process requires 90 to 120 days to complete after receipt of a complete application.
- Permit fees include:
 - Site Plan Review (\$420 to \$2,500 depending on process selected)
 - Building Permit and Plan Check (a function of the development value)
 - SAC (Sewer Availability Charge) and connection charges (a function of projected water and sanitary sewer use), required by the Metropolitan Council.

The property is currently zoned R-1 and guided Low Density Residential, with the exception of 8036 Lyndale Ave S, which is currently guided Office. Rezoning and reguiding is required as part of the proposed Site development; the developer will be fully responsible for any costs or fees associated with code amendments.

IX. Submittal Requirements

Developers submitting a response to this RFP are required to organize their Proposals into the following categories.

- A. Developer Information
- B. Proposed Development/Preliminary Site Plan showing development layout
- C. Public Improvements
- D. Offer and Terms of Purchase
- E. Acknowledge Receipt of Addenda & Non-collusion Affidavit
- F. Optional Appendix – Developer attachments (resumes, project information sheets, etc.)

Developers submitting Proposals are required to submit one electronic PDF and five (5) bound copies in 8 ½" x 11" format. All Proposals must be organized in accordance with the requirements described above. Information for items A - D shall not exceed 10 pages, in eleven (11) font size minimum, excluding the cover, title sheets, and dividers if used. The City reserves the right to request additional information during the RFP review period.

Any pre-printed project sheets, resumes, or other marketing materials may be included as an appendix to each Proposal. However, material contained in appendices may not be reviewed or considered. The cover letter, appendices, and pages acknowledging the receipt of addenda and the statement of non-collusion do not count towards the ten (10) page limit. Proposals need not

include elaborate brochures, expensive bindings, etc.; however, legibility, clarity, conciseness, and completeness are essential.

The Proposals must include, at a minimum, and shall be organized according to the following outline:

A. Developer Information

1. Identification and Contact Information – Provide name, mailing address, and website address of the lead development company; plus name, email and telephone number(s) of the primary contact person.
2. Principal and Project Manager – Identify the principal and project manager assigned to this project. Describe the role and responsibilities of each principal and project manager, including who will be responsible for negotiating the development agreement and completing the balance of the predevelopment process.
3. Company Overview – The history of the firm, the office responsible for this project, the available resources of that office, and comparable projects undertaken.
4. Include any resumes of the key members of the developer team in the optional appendix as noted above.
5. Financial Capacity to Develop Subject Property – Describe the developer’s capacity to finance and develop projects similar in scope to the proposed Project.
6. Developer References – Describe the developer’s track record of successfully structuring and implementing projects of similar development scope. Include project descriptions, illustrations or photos, principal and project manager, and reference contact information for up to three (3) similar projects. These may be included in the optional appendix if it is pre-prepared.

B. Proposed Development

1. The City recognizes that the development may change during the period between the Proposal submittal and when the development contract is executed, but the Proposal changes should be minimal. (The development proposed in the Proposal should closely match the final development).
2. Briefly describe your proposed ownership, property management and development structure for this Project. Please specify whether your firm will be a fee developer, equity investor, owner and/or property manager. Please note whether the firm typically retains ownership of your developments or sells them to third parties.
3. Describe the building design, number of stories, floor area ratio (FAR), and approximate square feet of the development anticipated along with a conceptual urbanized, vertically-built Site sketch.
4. The developer is encouraged to work with the owners of adjacent properties to apprise them of the construction timeline and precautions taken to minimize disruption during the process.
5. The City acknowledges the following preferences for developer submissions:

- a. Multi-story, higher density development.
 - b. Owner occupied townhomes residential; no retail.
 - c. Design fits into the surrounding neighborhood.
 - d. The concept design must be innovative, creative and take into consideration new urbanization practices, such as vertical design, creating a sense of place.
 - e. Design must make an attractive entry point into Bloomington, entering from I-494 onto Lyndale Avenue South.
 - f. Development activates Lyndale Avenue South.
 - g. Building placement is close to the street.
 - h. High quality construction/exterior/material/architecture.
 - i. Sustainable or LEED certified development.
 - j. Preference to proposals with a development ownership/partnership model that promotes the City's goal of creating One Bloomington while also addressing the City's strategic priority of inclusion, equity and affordable housing.
6. Describe a timeline for submitting plans, construction and occupancy of the development.

C. Public Improvements

1. If the Developer's Proposal assumes and relies upon future public improvements, the Proposal should include a list of the improvements and an estimate of the cost of constructing the improvements and who pays for them and how.
2. Public improvements could include streets, traffic control devices, water, waste water (sanitary sewer), surface water (storm sewer) improvements and upgrades.

D. Offer and Terms of Purchase

1. The submission must state:
 - a. The amount offered for the land and payment/acquisition strategy.
 - b. Proposed public improvements, if any.
 - c. Any contingencies associated with this offer.
 - d. The developer's ability to close on purchase of the land.

E. Acknowledgement of Receipt of Addenda and Statement of Non-collusion

Include pages regarding the receipt of any addenda and the Statement of Non-collusion. See Section XV and XVI.

X. Submission of Proposal

Each Contractor shall submit seven (7) printed, bound copies and one (1) electronic copy (flash drive with Microsoft Word or Adobe Acrobat format preferred) of the Proposal not later than **11:00 A.M., Thursday, November 14, 2019**. The electronic copy of the Proposal shall be put together into one (1) complete document in its entirety. Proposals shall be delivered in a sealed envelope to:

Heather Forcier Boettcher, Purchasing Agent
Finance Department
City of Bloomington
1800 West Old Shakopee Road
Bloomington, MN 55431

The outside of the Proposal package should be clearly marked “**City of Bloomington, MN, Proposal for Owner Occupied Townhomes Residential Development of Lyndale Properties**”.

A person who is authorized to legally bind the responding Contractor must sign the Proposal. The Contractor shall acknowledge that the Proposal complies with any amendments, alterations or deletions to the RFP.

It will be the sole responsibility of the Contractor to have its Proposal delivered to the City before the closing deadline. **Late Proposals will not be considered and will be returned unopened to the Contractor.**

Proposals must be sealed. No responses will be accepted via facsimile or email.

Any Proposal may be withdrawn or modified prior to the scheduled deadline for submitting Proposals. After the submittal deadline, Contractors may not modify, withdraw or cancel their Proposals for a minimum of 180 days following that date.

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

The City is not responsible for any costs incurred by the responding Contractor in the preparation of the Proposal or for any other cost to the Contractor associated with responding to the RFP. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. This RFP does not obligate the City to award a contract or complete any specific Project. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

All design drawings, plans, and Proposals submitted in response to the RFP will be retained by the City and not returned.

Clarifications, Exceptions, and Addenda

The City reserves the right to contact Contractors individually for the purpose of clarifying Proposals.

Contractors may find instances where they are unable to provide services that meet all of the expectations defined in this RFP. In such cases, the Contractor should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Contractor will describe exceptions to the RFP and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The City reserves the right to disallow exceptions it finds are not in the best interests of the City.

Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal.

Any addenda to this RFP will be issued in writing; no oral statements, explanations, or commitments shall be provided. If any addenda are issued, Contractors should return the **Confirmation of Receipt of Addenda** with their Proposals.

XI. Developer Selection Process (Evaluation Criteria)

Proposals will be reviewed and a recommendation of award made based on the Proposal most closely meeting the needs outlined in this RFP and providing the best value for the City.

- A. **Initial Review of Proposals** – Staff will review Proposals with respect to consistency with the criteria listed in Section IX, Submittal Requirements. Proposal(s) will be examined to eliminate those which are clearly non-responsive to the stated requirements.
- B. **Proposal Evaluations** - City staff will evaluate Proposals to this RFP based on the weighted evaluation criteria described below. A shortlist will be created from the top ranked Proposals.
- C. **Developer Interviews** – The shortlisted Developers may be invited to discuss their proposed development plan with City staff.
- D. **Final Evaluation and Report** – After Developer Interviews, staff may decide to narrow the shortlist based the evaluation criteria and on information discovered. Then staff will prepare a report to the City Council describing the reasons for the staff recommendation and whether to proceed with purchase and development agreement negotiations. This report will be based on the Proposals submitted by Developers and the results of Developer interviews.
- E. **City Council** - The City Council will hold a public meeting and give staff direction on proceeding to negotiate a purchase and development agreement. The Council is not bound by the recommendations of staff. The Council may decide to reject all Proposals or enter into negotiations to change the scope of development or terms contained in one or more of the Proposals. After receiving the City Council’s direction to proceed, staff will begin negotiations of a purchase and development agreement. If an agreement cannot be

successfully negotiated in a timely manner, the City has the right to terminate negotiations with the Developer, and begin negotiations with another.

Weight	Component	Description
40%	Offer and Terms of Purchase	Ability to offer competitive pricing in direct correlation to RFP requirements and the terms.
30%	Value/Fit	<ul style="list-style-type: none"> • The City acknowledges the following preferences for developer submissions: <ul style="list-style-type: none"> ○ Quality and completeness of the Proposal ○ Compatibility with the nearby neighborhoods. Multi-story, higher density development. ○ Owner occupied townhomes; no retail. ○ Design fits into the surrounding neighborhood. ○ The concept design must be innovative, creative and take into consideration new urbanization practices, such as vertical design, creating a sense of place. ○ Design must make an attractive entry point into Bloomington, entering from I-494 onto Lyndale Avenue South. ○ Development activates Lyndale Avenue South. ○ Building placement is close to the street. ○ High quality construction/exterior/material/architecture. ○ Sustainable or LEED certified development. ○ Preference to proposals with a development ownership/partnership model that promotes the City’s goal of creating One Bloomington while also addressing the City’s strategic priority of inclusion, equity and affordable housing.
30%	Contractor Capability	Proven ability to complete the project by demonstrating successful experience with similar projects (especially those reflecting urbanized design practices), past project history, quality of work, and financial capability and responsibility.

All parties who submit Proposals will be notified by email of the City’s decision regarding selection.

XII. Contract Award

A. Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the Contractor are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another contractor, or to reject all Proposals.

B. Contracting Ethics

1. No elected officials or employees of the City who exercise any responsibility in the review, approval, or implementation of the Proposal shall participate in any decision which affects his or her direct or indirect financial interests.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or elected officials person, or for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
3. The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The Contractor shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

XIII. Disposition of Responses

All materials submitted in response to this RFP will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the Contractor submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Contractor must:

- Clearly mark all trade secret materials in its response at the time the response is submitted by indicating in writing the specific page number(s) and paragraph(s) classified as trade secret and therefore nonpublic.

- Include a statement with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFP, the Contractor agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the RFP for a minimum of seven (7) years.

The City will not consider the prices submitted by the Contractor to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is executed.

XIV. Contract and Insurance Requirements

Any exceptions to the City's standard contract terms and conditions, included below, must be identified in the submitted Proposal.

- A. Contractor shall maintain reasonable insurance and shall provide a certificate of insurance to the City on request.
- B. Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, volunteers and employees from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney's fees, arising out of, resulting from, or related to, the Contractor's (including its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors) performance of the Agreement. City does not waive any immunity or limitation on liability pursuant to Minnesota Statutes Chapter 466.
- C. Contractor shall not assign or subcontract the Agreement without the City's prior written consent.
- D. The Agreement shall be governed by the laws of the State of Minnesota, with venue in Minnesota's Fourth Judicial District, Hennepin County. Contractor shall comply with all applicable federal, state and local laws, rules, ordinances and regulations including but not limited to Minnesota Statutes Sections 16C.05, subd. 5, and 471.425 subd. 4a, Chapters 363A and 13, the Americans with Disabilities Act as amended, and Section 504 of the Rehabilitation Act of 1973. Nothing in the Agreement shall be construed to require the City to act inconsistently with the law. Parties agree to submit all disputes to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. If mediation is unsuccessful, then the parties may exercise their legal or equitable rights.

XV. Confirmation of Receipt of Addenda

Addendum #	Date

I certify this Proposal complies with the RFP and conditions issued by the City except as clearly marked in the attached copy.

Date	
Name	
Authorized Signature	
Title	
Company Name	
Address	
City, State	
Zip Code	
Telephone Number	
E-mail	

XVI. Statement of Non-Collusion

The following statement shall be made as part of the Contractor's Proposal.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other Contractor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

Signed

Print Name

Title

Date

Contractor Name

Address

City/State/Zip Code

Contact Numbers

Email Address

XVII. Sample Right of Entry Agreement

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT (“Agreement”) is made this __ day of _____ 20__, by and between the **CITY OF BLOOMINGTON, MINNESOTA** a Minnesota municipal corporation and home rule charter city located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 (“City”) and _____, a _____ located at _____ (“Purchaser”).

WHEREAS, the City is the fee owner of certain real estate located at the address _____ Bloomington, Minnesota, (the “Premises”); and

WHEREAS, the Purchaser intends to purchase the Premises from the City in July 2020; and

WHEREAS, the Purchaser desires to enter onto the Premises for the purpose of conducting soil and environmental tests; and

WHEREAS, the City has determined that it is in the best interests of public health, safety and welfare to allow the Purchaser to access the property in anticipation of sale.

NOW, THEREFORE, in consideration of the premises and their mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Right of Entry.** The City hereby grants the Purchaser, its agents, employees, contractors and subcontractors, permission to enter upon the Premises, at the City’s discretion, for the purpose of conducting soil and environmental tests. The City represents that it owns the Premises and therefore, has the sole and exclusive authority and right to enter into this Agreement. The Purchaser shall pay for the costs of all tests, appraisals and inspections of the Premises. The results of such tests and inspections of the Premises shall be the property of the Purchaser and the Purchaser may make the results known to other persons or entities. The Purchaser, its agents, employees or contractors must provide reasonable notice to the City of its intent to access the Premises.
2. **Scope of Right of Entry.** The grant of the right of entry to the Purchaser by City shall not confer any estate, title or exclusive possessory rights in the Premises to the Purchaser or its employees, agents or contractors.
3. **Indemnity.** Purchaser agrees to indemnify, save harmless, and defend the City and its officers, officials, agents, contractors, and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury or damage, or both, to persons or property, or to the Premises, arising from or out of any occurrence in, upon or at the Premises caused by the act or omission of the Purchaser, except (a) to the extent caused by the negligence, gross negligence, willful misrepresentation or any willful

or wanton misconduct by the City, its officers, officials, employees, agents or contractors; and (b) caused by the acts or omissions of anyone not within Purchasers' control, including without limitation, the City and its officers, employees, agents or contractors.

4. **Insurance:** Purchaser shall ensure that its agents, contractors, employees, and subcontractors that enter the Premises pursuant to this Agreement shall carry insurance prior to entering and during the time any work is done on the Premises in accordance with the following minimum requirements: Workers' Compensation Insurance with limits as provided by statute, with all necessary statutory elections to provide coverage for and/or claims made by any person doing work on the Premises pursuant to this Agreement; Employer's liability insurance (often included as coverage in the Workers' Compensation policy) with limits of at least \$100,000; Comprehensive General Liability Insurance (including coverage for contractual liability, products and completed operations liability, liability arising out of explosion, or underground related incidents) with minimum combined single limits of \$1,500,000 per occurrence. To meet the Commercial General Liability requirement, the Purchaser may use a combination of Excess and Umbrella coverage. Upon request of the City, purchaser shall provide a certificate of insurance naming City as an additional insured, including the following language: "The City of Bloomington is named as an additional insured with respect to the commercial general liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages."
5. **Term:** This Agreement shall commence on the date written above and shall continue until July 2020, or the date the Premises is owned by the Purchaser, whichever occurs first.
6. **Governing law:** 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 Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
7. **Notices.** All notices and demands required hereunder shall be in writing and shall be deemed given when personally delivered, sent by first class mail or provided by electronic mail, addressed to the parties:

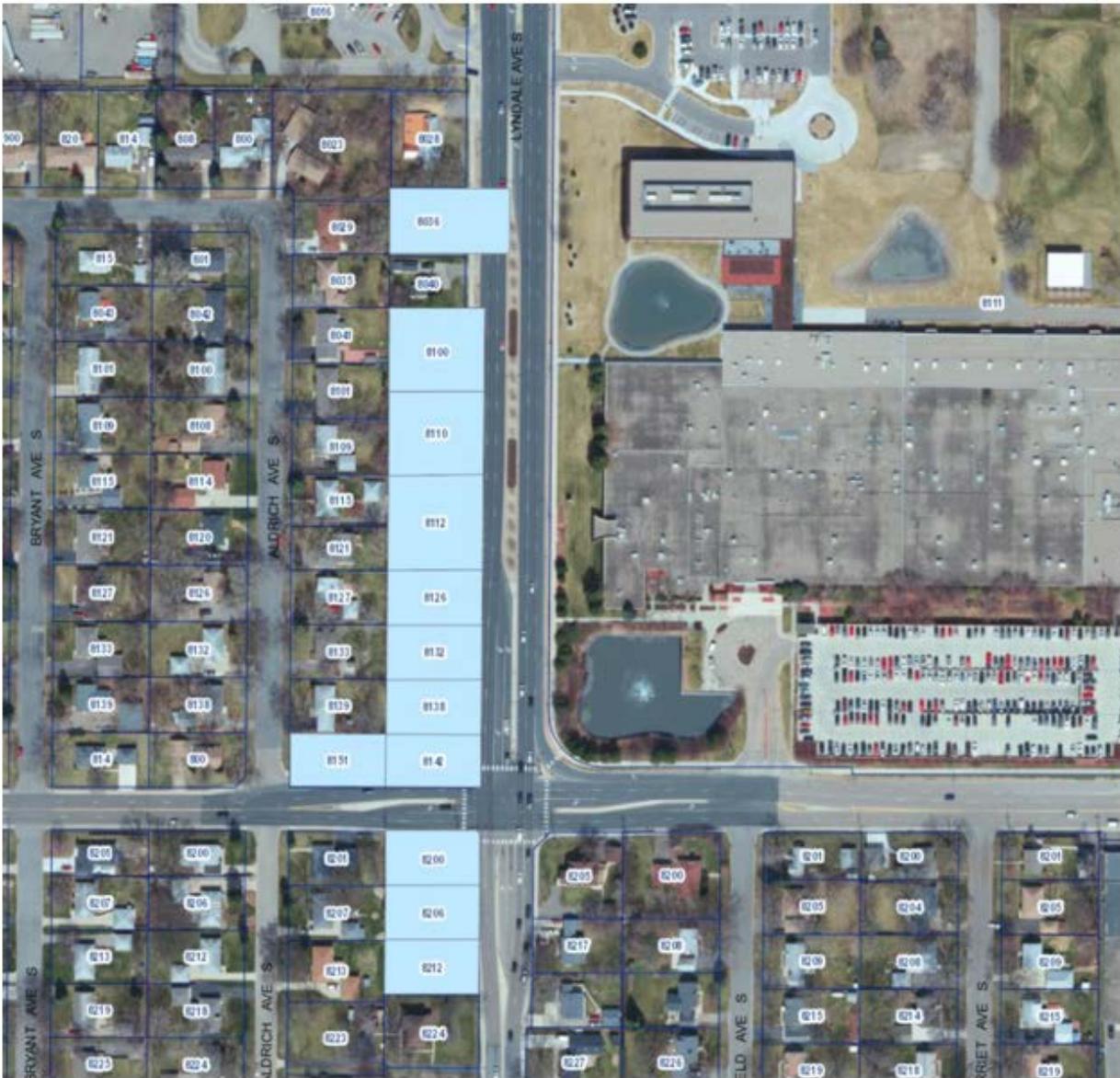
City: City of Bloomington
1800 W Old Shakopee Road
Bloomington, MN 55431
Bwolff@bloomingtonmn.gov

Purchaser:

8. **Condition of Premises.** The Purchaser, at its sole expense, agrees to keep the Premises in safe condition and agrees not to make any improvements without the prior written approval of the City.

[The balance of this page left blank intentionally.]

XVIII. Attachment A



Lyndale Properties –
8036, 8100, 8110, 8112, 8126, 8132, 8138, 8142, 8200, 8206, and 8212 Lyndale Ave South and 8151 Aldrich Avenue South

