

CONTRACT NO. _____

**Principal Agreement Between Owner and Contractor for the SMALL
CONSTRUCTION ROSTER PROGRAM (formerly TSBE TIER 2
PROGRAM) for
Building Modification, Renovation and Remodeling Projects**

THIS AGREEMENT, Made as of the date executed by Hennepin County, by and between _____ [legal name of Contractor], a _____ [corporation, limited liability company, partnership, etc.] organized and existing under the laws of the State of _____, hereinafter referred to as the Contractor, doing business at _____, and the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as the County.

WITNESSETH, That the Contractor, in consideration of the agreements hereinafter made on behalf of the County, agrees to furnish and deliver all labor, material, equipment, tools, transportation and services required to complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

- (1) this Agreement signed by the County and the Contractor;
- (2) Conditions of the Contract for Construction (General and Supplementary);
- (3) the drawings and specifications (Baseline and Special) prepared by the Architect or the statement of work prepared by the Owner and included in the bid documents;
- (4) addenda prepared by the Architect or Owner;
- (5) the Bid Form;
- (6) written orders for changes in the Work issued after execution of this Agreement;
- (7) the Responsible Contractor Verification Form; and
- (8) the Notice to Proceed.

These Contract Documents are incorporated herein by reference and made a part of the contract as though fully set forth herein.

Subject to the provisions contained and incorporated herein, the County agrees to pay the Contractor for the performance of the contract for a Project in the amount specified in the Bid Form.

Supplemental to its obligations set forth in Article 3.18 (Indemnification) of General Conditions of the Contract for Construction, Contractor will defend, indemnify and save the County, its officers and employees harmless against any and all claims and liens for labor performed or material furnished or sub-contracted for by Contractor without authorization of the governing body of the County, and against all loss by reason of the failure of the said Contractor in any respect to fully perform all obligations under the contract.

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties hereto or as constituting the Contractor as the agent, representative or employee of the County for any purpose or in any manner whatsoever. Contractor is and shall remain an independent contractor with respect to all services performed under the contract. Contractor represents that it has, or will secure

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at its own expense, all personnel required in performing services under the contract. Any and all personnel of Contractor or other persons while engaged in the performance of any work or services required by Contractor under this agreement shall have no contractual relationship with the County and shall not be considered employees of the County and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota or under the Minnesota Unemployment Insurance Law on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including without limitation claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the County and Contractor does hereby agree to defend, indemnify and hold the County harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, severance pay, and P.E.R.A.

The Contractor further agrees to furnish on forms provided by the County a satisfactory performance bond and a satisfactory payment bond, each being in the contract amount stated on the Bid Form for the Project, if required.

The Contractor agrees to carry full coverage of the insurance outlined in the specifications.

This Agreement shall expire three years after the date of execution by Hennepin

County. IN WITNESS WHEREOF, The parties hereto have executed this Agreement.

COUNTY ADMINISTRATOR AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:

Name

Name

Signature

Signature

Date

Date

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Reviewed for COUNTY by:

Name

Signature

Date

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«CONTRACTOR_NAME_INCAPS»

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By:

Name

Title

Signature

Date

* CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.