

## CONTRACT

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between Precision Landscape and Tree, hereinafter called "Contractor", and the City of Shakopee, Minnesota, a municipal corporation, hereinafter called "City."

**WITNESSETH:** That Whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

### **2022 TREE PRUNING**

**NOW THEREFORE**, the parties to this contract agree to the following:

**1. Manner for Completion.** The Contractor, at his own proper cost and expense, shall perform all work and furnish all supervision (needed beyond that provided by the City Engineer), labor, material, tools, supplies, machinery and other equipment necessary for the construction of the **2022 TREE PRUNING** for the City of Shakopee, Minnesota, in a workmanlike and substantial manner, as outlined in the Request For Quotation (RFQ).

**2. Due Diligence.** The maintenance of a rate of progress in the work which will result in its completion in a reasonable time, is an essential feature of this Contract, and the Contractor agrees to proceed with all due diligence and care, at all times to take all precautions to insure the time of completion as defined in this Contract. The Contractor shall fully complete the work called for under the Contract in accordance with the RFQ.

**3. Payment.** The City will pay the Contractor those prices stipulated in the Contractor's Quotation, which are incorporated herein by reference and made a part of this Contract, which shall constitute full and complete compensation for the contractor's work provided hereunder. The parties specifically agree and understand and the Contractor specifically waives any claim for additional compensation for any changed condition whether arising out of a physical condition at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract or arising as a result of any force majeure.

**4. Contractor's Responsibility for Subcontractors.** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

**5. Payment to Subcontractors.** The Contractor shall pay any subcontractor within ten days of receipt of payment from the City for undisputed services provided by the subcontractor. If

the Contractor fails to pay within ten days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.

**6. City Instructions.** The City may declare the contract forfeited, should the Contractor persistently disregard instructions of the City or fail to observe or perform any provisions of this Contract.

**9. Duplicate Originals.** This Contract shall be executed in two copies; one (1) copy being retained by the City, one (1) to be delivered to the Contractor.

**10. Nondiscrimination.** The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age, against any employee of Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder

**11. Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Minnesota.

CONTRACTOR

CITY OF SHAKOPEE, MINNESOTA

By \_\_\_\_\_

By \_\_\_\_\_  
Bill Mars/Mayor

By \_\_\_\_\_

By \_\_\_\_\_  
Bill Reynolds/City Administrator