CONTRACT

THIS CONTRACT, made and entered into this ___ day of _____, 2023 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:

2023 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 **2023 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 majeur.

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.

PRECISION LANDCAPE AND TREE	CITY OF SHAKOPEE, MINNESOTA
By Jason Groholski (Owner)	By_____ Matt Lehman/Mayor
By Josh Hielsberg (Sales Arborist)	By_____ Bill Reynolds/City Administrator

CITY OF SHAKOPEE
FOR 2023 TREE PRUNING
OFFICIAL QUOTE FORM

Quote Price as specified in PREPERATION OF QUOTES on page 1

1	2	3
Total Price for Crew ($)	Number of Crewmembers per Crew	Amount per working hour ($) 1 ÷ 2 = 3
$353.10	3	$117.70

Number of crewmembers/crew	Number of Certified Arborists/Crew
16	4

Lists Certified Arborists to work on this contract.

Name	Cert. Number	Expiration Date	Years Certified
Jake Sandquist	MN-4924A	2024	1
Josh Hielsberg	MN-4556A	2023	9
Sam Hawkins	MN-4697A	2023	7
Chris Wagener	MN-4542A	2022	10

Attach additional sheet if needed.

List main contact for this contract.

Name	Cell Phone	Office Phone	Email
Josh Hielsberg	612-685-3404	651-484-2726	Josh - Josh@PrecisionTreeMN.com

Large Equipment to be used: Lift, Clam Loader, Climbing

References from two municipal pruning contracts of similar scope within last 5 years:

City	Contact Name	Phone Number
City Of Shoreview	Krista	
Ramsey Cnty	Chuck Feidler	651-248-0172

Quote Information

Date of Quote	Contractor Address	Owner/President
12/21/22	50 S. Owasso Blvd E Little Canada, MN 55117	Jason Groholski
Contractor Name		Authorizing Signature
Precision Landscape & Tree		Jason Groholski

Contractor is (check one): Individual____ Partnership____ Corporation X