

CONTRACT PROPOSAL
2017 SANITARY SEWER MANHOLE REHABILITATION
Project No. 2017-4

City Administrator
City of Shakopee
129 South Holmes Street
Shakopee, MN 55379

Dear Sir:

The undersigned bidder, having examined the site of the proposed work and having full knowledge of the conditions under which the work must be performed, hereby proposes to enter into and perform the work set forth in the Contract Documents, of which this proposal forms a part. The undersigned will do this work on the terms and conditions set forth by the City, will furnish all required labor and materials, and will pay all incidental costs, all in strict conformity with the Contract Documents, for the following prices as payment in full:

PROPOSAL ITEMS

SEE FOLLOWING PAGES

2017 Sanitary Sewer Manhole Rehabilitation
City of Shakopee

Identify by checking the box below which method of rehabilitation you propose to utilize for this project.

Polyurethane Coatings ☐

Geopolymer Coatings ☒

Polyuria System Coatings ☐

Write in the space below the name of the coating product you will install in this project.

Quadex GeoKrete

Item #	Description	Unit	Quantity	Unit Price	Extended Total
1	MANHOLE REHABILITATION	LF	250	226.00	\$ 56,500.00
	Total Cost				\$ 56,500.00

ACKNOWLEDGEMENT OF ADDENDA

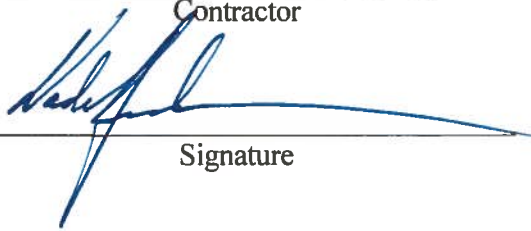
The undersigned Contractor hereby acknowledges receipt of Addenda No. _____ thru _____.

2/28/2017

Date

Hydro-Klean, LLC

Contractor



Signature

President

Title

PROPOSAL GUARANTEE

If awarded the Contract, the undersigned hereby agrees as follows:

- To execute said contract and furnish the required Performance and Payment Bond and procure the required insurance within ten (10) consecutive calendar days from the date of the Notice of Award of said contract.
- To complete all the work covered by the Contract Documents by the dates specified in Special Provisions.
- To begin, complete, and deliver the work in accordance with the conditions set forth in the Contract Documents.

The undersigned has checked carefully his or her Proposal figures, and understands that the City will not be responsible for any error or omissions on the part of the undersigned in preparing this Proposal.

The undersigned hereby certifies that this Proposal is genuine, and not sham or collusive, or made in the interest of or on behalf of any person not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or induced any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure any advantage over any other bidder.

The only persons interested as principals in this Proposal, other than the one whose signature is affixed hereto are the following (if there none, state the fact): _____

NAME _____	ADDRESS _____
NAME _____	ADDRESS _____
NAME _____	ADDRESS _____

The undersigned bidder submits herewith a Proposal Guarantee in the form of a bid bond, certified check, or cashier's check in favor of the City of Shakopee, Minnesota, in the amount of not less than five percent (5%) of the bid, and agrees and consents that the Proposal Guarantee shall be forfeited to the City of Shakopee, Minnesota as liquidated damages if the required Contract Agreement and Performance and Payment Bond are not executed within ten (10) days from the Notice of Award.

In submitting this bid, the undersigned understands that the City reserves the right to reject any or all bids, and to waive irregularities in bidding.

Respectfully submitted,

Hydro-Klean, LLC
Contractor/Bidder
By: [Signature]
Signature
President
Title

Being a (Corporation, incorporated under the laws of the State of Iowa, composed of officers, partners or owners,) (Partnership) as follows:

<u>Hydro-Klean, LLC</u> Name of Contractor	<u>Wade Anderson</u> President
<u>333 NW 49th Place</u> Address (Street or P.O. Box)	<u>Paul Govoni</u> Vice President
<u>Des Moines, IA 50313</u> City State Zip	<u>Dennis Bailey</u> Secretary
<u>515-283-0500</u> Telephone Number	<u>John Flaugh</u> Treasurer

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Paul Govoni WADE ANDERSON (typed or printed name),
Vice President (title) certify that I am an owner or officer of the company and do
verify under oath that my company is in compliance with each of the minimum criteria listed in
the law.

Hydro-Klean, LLC

(name of the person, partnership or corporation submitting this proposal)

333 NW 49th Place, Des Moines, IA 50313

(business address)

Signed: _____

(bidder or authorized representative)

2/27/17

Date

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under the penalty for perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed

[Signature] President

Firm Name

Hydro-Klean, LLC

Subscribed and sworn to before me this

27 day of FEBRUARY, 20 17.

[Signature]
Notary Public



My commission expires: Sept 18, 20 17.

Bidder's E.I. Number:

(Number used on employer's quarterly federal tax return, U.S. Treasury Department Form 941):

45-2473053

Fair Trade Items:

List below each item upon which a bid is made, the price of which is affected by a resale price maintenance or "fair trade" contract between the bidder and the person or firm supplying the item to the bidder. (Use reverse side if necessary.)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hydro-Klean, LLC
333 N.W. 49th Place
Des Moines, IA 50313

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Shakopee
129 Holmes St. S.
Shakopee, MN 55379

BOND AMOUNT: \$ Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2017 Sanitary Sewer Manhole Rehabilitation, Shakopee, Minnesota - Project No. 2017-4

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of February 2017

Hydro-Klean, LLC

(Principal)

(Seal)

(Witness)

(Title)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Witness) Sunny Bartenhagen

(Title) Anne Crowner, Attorney-in-Fact

Hydro-Klean, LLC. 02/28/2017
MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Deimerly; Cindy Bennett; Craig E Hansen; Dione R Young; Jay D Freiermuth; Jody Decker; Kathleen Brewer; Kevin J Knutson; Lacey Cramblit; Michelle R Gruis; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh

of Des Moines and State of Iowa their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWENTY MILLION (\$20,000,000.00) DOLLARS

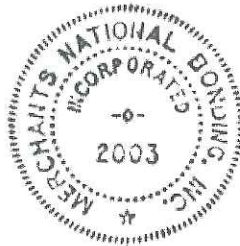
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of April, 2015.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

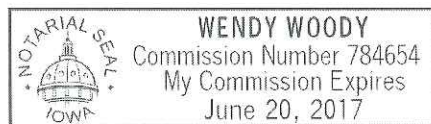
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 8th day of April, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of February, 2017



William Warner Jr.
Secretary

POA 0014 (7/14)