

**NOTICE OF AWARD
FOR
130TH STREET AT ZUMBRO AVENUE
PEDESTRIAN UNDERPASS
IMPROVEMENT PROJECT NO. PR24-001**

CITY OF SHAKOPEE, MINNESOTA

TO: Northwest Asphalt
1451 Stagecoach Rd.
Shakopee, MN 55379

The City of Shakopee, Minnesota, having considered the proposals submitted on May 29, 2024, for the construction of the **130TH STREET AT ZUMBRO AVENUE PEDESTRIAN UNDERPASS, IMPROVEMENT PROJECT NO. PR24-001**, and it appearing that your proposal is fair, equitable and to the best interest of the City, the said proposal is hereby accepted for the prices set forth therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance and Payment Bond within ten (10) days from the date hereof.

The Bid Security submitted with your proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance and Payment Bond. In the event you should fail to execute the Contract Agreement and furnish the Performance and Payment Bond, within the time limit specified, said Bid Security will be retained by the City of Shakopee as liquidated damages for failure to accept the award and execute the necessary documents for the formation of the contract.

The City is accepting Alternate _____ No. _____.

CITY OF SHAKOPEE, MINNESOTA

Bill Reynolds/ City Administrator

Awarded by:
Shakopee City Council June 4, 2024

Contract Amount: \$803,317.25

CONTRACT

THIS CONTRACT, made and entered into this 4 day of June, 2024 by and between Northwest Asphalt hereinafter called "Contractor" (a corporation organized and existing under the laws of the State of Minnesota) (a partnership consisting of _____ created under the laws of Minnesota), 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:

130TH STREET AT ZUMBRO AVENUE PEDESTRIAN UNDERPASS, IMPROVEMENT PROJECT NO. PR24-001

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 **130TH STREET AT ZUMBRO AVENUE PEDESTRIAN UNDERPASS, IMPROVEMENT PROJECT NO. PR24-001** for the City of Shakopee, Minnesota, in a workmanlike and substantial manner, as outlined in the Plans and Specifications.

2. Due Diligence

Time is of the essence in the performance of this Contract. 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 ensure 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 specifications.

3. Payment

The City will pay the Contractor those prices stipulated in the Contractor's Contract Proposal, 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. Prevailing Wages

If this project is funded in whole or in part by state funds, then the wages of laborers, workers, and mechanics should be comparable to wages paid for similar work in the community as a whole, as established by the

Minnesota Department of Labor and Industry. If this section applies to this project, the prevailing wage rates are attached and included in the contract documents.

5. 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.

6. 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.

7. City Instructions

The City may declare the contract forfeited as described in the Standard Specifications should the Contractor persistently disregard instructions of the City or fail to observe or perform any provisions of this Contract.

8. Indemnity

The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs, including attorney's and expert fees, by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any other wrongful act or omission, including breach of any provision of this Contract, of Contractor, its independent subcontractors, agents, employees, or delegates. The Contractor further agrees to indemnify the City for defense cost incurred in defending any claims, unless the City is determined to be at fault.

9. Contract Documents

This Contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. In the event of any conflict between those documents listed as (a) through (f), they shall govern in the order listed, with this Contract governing over all other documents. The contract documents consist of the following:

- a. This Contract
- b. All Change Orders or Addenda
- c. Plans and Specifications for Improvement Project No. PR 24-001
- d. Non-Collusion Affidavit
- e. Responsible Contractor Verification and Certification of Compliance Form
- f. Workforce And Equal Pay Declaration Page
- g. All items listed under the Table of Contents

10. 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.

11. 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.

12. 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 _____
Matt Lehman/Mayor

By _____
Name/Title

By _____
Bill Reynolds/City Administrator

Approved as to form:

City Attorney

BIDDER INFORMATION FORM

PROJECT NAME: <u>130th Street at Zumbro Ave Pedestrian Underpass</u>	
BID OPENING DATE: <u>5/29/24</u>	BID OPENING TIME: <u>10:00 am</u>
Bidder: <u>Northwest Asphalt</u>	
Address: <u>1451 Stagecoach Rd</u>	
City, State, Zip: <u>Shakopee, MN, 55379</u>	
Email Address: <u>Menrightonwasphalt.Net</u>	Telephone No.: <u>952-923-5857</u>

This bid is submitted for the above referenced project electronically to Quest CDN vBid:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices in this Bid, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
3. In submitting this Bid, Bidder represents the following:
 - a. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - b. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - c. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - d. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - e. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (3) Bidder's (Contractor's) safety precautions and programs.
 - f. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - g. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - h. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - j. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
4. Bidder will perform the Work at the unit prices entered for this project on the QuestCDN vBid. The Statement of Estimated Quantities that follows this section is provided for information only.
5. Bidder acknowledges that: (a) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (b) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

6. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
7. Bidder accepts the provisions of the Agreement as to liquidated damages.
8. Bidder is not able to submit a Bid without downloading all Addenda from QuestCDN for this project. Acknowledgment of the download and receipt of each Addendum occurs digitally through vBid™ when each Addendum is properly downloaded by the Bidder.
9. The following documents are submitted with and made a condition of this Bid:
 - a. Bidder Information Form;
 - b. Non-Collusion Affidavit;
 - c. Responsible Contractor Verification and Certification of Compliance; and
 - d. Bid Security.

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature]

Max Enright

[Printed name]

Max Enright

Title:

Project Manager

Date:

5/29/24

Address for giving notices:

1451 Stagecoach Rd. Shakopee, MN, 55379

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:
[Signature]

[Printed name]

Title:

Date:

Federal Employer ID Number (EIN):

Line	Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	2021.501	MOBILIZATION	1	LUMP SUM		
2	2104.502	REMOVE SIGN	2	EACH		
3	2104.502	SALVAGE LIGHTING UNIT	1	EACH		
4	2104.502	SALVAGE SIGN	1	EACH		
5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	210	LIN FT		
6	2104.503	REMOVE CURB AND GUTTER	55	LIN FT		
7	2104.504	REMOVE BITUMINOUS PAVEMENT	845	SQ YD		
8	2106.507	EXCAVATION - COMMON	15,698	CU YD		
9	2106.507	EXCAVATION - SUBGRADE	2,431	CU YD		
10	2106.507	GRANULAR EMBANKMENT (CV)	1,714	CU YD		
11	2106.507	SELECT GRANULAR EMBANKMENT (CV)	1,729	CU YD		
12	2106.507	COMMON EMBANKMENT (CV)	5,022	CU YD		
13	2118.507	AGGREGATE SURFACING (CV) CLASS 2	5	CU YD		
14	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	60	HOURL		
15	2123.610	1.5 CU YD BACKHOE	20	HOURL		
16	2130.523	WATER	80	M GALLON		
17	2211.507	AGGREGATE BASE (CV) CLASS 5	435	CU YD		
18	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2;C)	306	TON		
19	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3;B)	99	TON		
20	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3;F)	147	TON		
21	2401.601	STRUCTURE EXCAVATION	1	LUMP SUM		
22	2412.502	14X10 PRECAST CONCRETE BOX CULVERT END SECTION	2	EACH		
23	2412.503	14X10 PRECAST CONCRETE BOX CULVERT	125	LIN FT		
24	2451.507	FINE AGGREGATE BEDDING (CV)	262	CU YD		
25	2481.618	MEMBRANE WATERPROOFING	7,056	SQ FT		
26	2501.502	15" RC SAFETY APRON	1	EACH		
27	2501.503	15" RC PIPE CULVERT	797	LIN FT		
28	2502.503	6" PERF TP PIPE DRAIN	350	LIN FT		
29	2504.603	LOWER 8" WATERMAIN	144	LIN FT		
30	2506.502	CASTING ASSEMBLY	5	EACH		
31	2506.502	ADJUST FRAME AND RING CASTING	1	EACH		
32	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	3	LIN FT		
33	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	7	LIN FT		
34	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	10	LIN FT		
35	2511.504	GEOTEXTILE FILTER TYPE 4	1,539	SQ YD		
36	2511.507	RANDOM RIPRAP CLASS II	3	CU YD		
37	2521.518	4" CONCRETE WALK	208	SQ FT		
38	2521.518	6" CONCRETE WALK	242	SQ FT		
39	2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	19	EACH		
40	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	56	LIN FT		
41	2531.618	TRUNCATED DOMES	30	SQ FT		
42	2545.501	CONDUIT SYSTEM	1	LUMP SUM		
43	2545.502	UNDERPASS LUMINAIRES TYPE LED	2	EACH		
44	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	1	EACH		
45	2545.502	SERVICE CABINET -TYPE B	1	EACH		
46	2545.502	SERVICE EQUIPMENT	1	EACH		
47	2545.502	HANDHOLE	1	EACH		
48	2545.503	UNDERGROUND WIRE 1/C 10 AWG	820	LIN FT		
49	2545.602	INSTALL LIGHTING UNIT	1	EACH		
50	2554.502	GUIDE POST TYPE B	6	EACH		
51	2557.503	WIRE FENCE DESIGN W-1	30	LIN FT		
52	2557.603	CHAIN LINK SAFETY FENCE	80	LIN FT		
53	2563.601	TRAFFIC CONTROL	1	LUMP SUM		
54	2564.602	INSTALL SIGN	1	EACH		
55	2564.618	SIGN	32	SQ FT		
56	2573.501	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM		
57	2573.502	STORM DRAIN INLET PROTECTION	6	EACH		
58	2573.502	CULVERT END CONTROLS	3	EACH		
59	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	3,236	LIN FT		
60	2574.505	SOIL BED PREPARATION	3	ACRE		
61	2574.507	COMMON TOPSOIL BORROW	2,550	CU YD		
62	2574.508	FERTILIZER TYPE 3	759	POUND		

FOR INFORMATION ONLY - ONLINE BIDDING

Line	Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
63	2575.504	RAPID STABILIZATION METHOD 4	6,691	SQ YD		
64	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	13,257	SQ YD		
65	2575.505	SEEDING	3	ACRE		
66	2575.508	SEED MIXTURE 33-261	51	POUND		
67	2575.508	SEED MIXTURE 35-241	53	POUND		
68	2582.503	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	944	LIN FT		
69	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	255	LIN FT		
70	2582.518	PAVEMENT MESSAGE MULTI-COMPONENT GROUND IN (WR)	78	SQ FT		
71	2582.518	CROSSWALK MULTI-COMPONENT GROUND IN (WR)	144	SQ FT		
TOTAL						

PCR
INFORMATION
ONLY - ONLINE

130th Street at Zumbro Avenue Pedestrian Underpass (#9106007)
Owner: Shakopee MN, City of
Solicitor: Shakopee MN, City of
05/29/2024 10:00 AM CDT

Section Title Base Bid	Line Item	Item Code	Item Description	Unit/H		Engineer Estimate		Northwest		S.M. Hentges & Sons, Inc.		Northern Lines Contracting		Velt & Company, Inc.	
				Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
	1	2021.501	MOBILIZATION	LUMP SUM	1	\$70,000.00	\$70,000.00	\$45,000.00	\$45,000.00	\$54,000.00	\$54,000.00	\$52,500.00	\$52,500.00	\$183,000.00	\$183,000.00
	2	2104.502	REMOVE SIGN	EACH	2	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$150.00	\$300.00
	3	2104.502	SALVAGE LIGHTING UNIT	EACH	1	\$465.00	\$465.00	\$1,300.00	\$1,300.00	\$1,400.00	\$1,400.00	\$1,385.00	\$1,385.00	\$910.00	\$910.00
	4	2104.502	SALVAGE SIGN	EACH	1	\$70.00	\$70.00	\$25.00	\$25.00	\$27.00	\$27.00	\$55.00	\$55.00	\$28.00	\$28.00
	5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	210	\$3.50	\$735.00	\$6.00	\$1,260.00	\$5.70	\$1,197.00	\$4.00	\$840.00	\$2.30	\$483.00
	6	2104.503	REMOVE CURB AND GUTTER	SG YD	55	\$10.00	\$550.00	\$8.00	\$440.00	\$4.00	\$220.00	\$11.00	\$605.00	\$9.50	\$522.50
	7	2104.507	REMOVE BITUMINOUS PAVEMENT	SG YD	845	\$9.00	\$7,605.00	\$10.00	\$8,450.00	\$8.00	\$5,070.00	\$5.00	\$4,225.00	\$6.65	\$5,609.25
	8	2106.507	EXCAVATION - COMMON	CUYD	15698	\$10.00	\$156,980.00	\$10.00	\$156,980.00	\$8.50	\$133,433.00	\$13.00	\$204,074.00	\$11.85	\$186,021.30
	9	2106.507	EXCAVATION - SUBGRADE	CUYD	2431	\$15.00	\$36,465.00	\$10.00	\$24,310.00	\$8.50	\$20,663.50	\$13.00	\$31,603.00	\$13.35	\$32,453.85
	10	2106.507	SELECT GRANULAR EMBANKMENT (CV)	CUYD	1714	\$18.00	\$30,852.00	\$18.50	\$31,769.00	\$25.00	\$42,850.00	\$25.00	\$42,850.00	\$22.65	\$38,822.10
	11	2106.507	COMMON EMBANKMENT (CV)	CUYD	1729	\$23.00	\$39,767.00	\$18.50	\$31,986.50	\$25.00	\$43,225.00	\$25.00	\$43,225.00	\$29.65	\$51,264.85
	12	2118.507	AGGREGATE SURFACING (CV CLASS 2	CUYD	5022	\$7.00	\$35,154.00	\$1.00	\$5,022.00	\$4.20	\$21,092.40	\$2.50	\$12,555.00	\$4.80	\$24,105.60
	13	2118.507	AGGREGATE SURFACING (CV CLASS 2	CUYD	5	\$44.00	\$220.00	\$250.00	\$1,250.00	\$92.00	\$460.00	\$80.00	\$400.00	\$94.25	\$471.25
	14	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOOR	60	\$350.00	\$21,000.00	\$150.00	\$9,000.00	\$166.00	\$9,960.00	\$180.00	\$10,800.00	\$185.00	\$11,100.00
	15	2123.61	1.5 CU YD BACKHOE	HOOR	20	\$200.00	\$4,000.00	\$180.00	\$3,600.00	\$229.00	\$4,580.00	\$185.00	\$3,700.00	\$240.00	\$4,800.00
	16	2130.523	WATER	M GALLON	60	\$455.00	\$27,300.00	\$35.00	\$2,100.00	\$44.00	\$2,640.00	\$35.00	\$2,100.00	\$90.00	\$5,400.00
	17	2211.507	AGGREGATE BASE (CV CLASS 5	CUYD	435	\$30.00	\$13,050.00	\$25.80	\$11,223.00	\$69.00	\$30,015.00	\$34.00	\$14,790.00	\$45.90	\$19,966.50
	18	2360.508	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	308	\$115.00	\$35,190.00	\$122.50	\$37,485.00	\$120.00	\$36,720.00	\$129.00	\$39,474.00	\$147.50	\$45,135.00
	19	2360.508	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	99	\$62.00	\$6,138.00	\$129.80	\$12,830.40	\$120.00	\$11,880.00	\$137.00	\$13,563.00	\$114.40	\$11,325.60
	20	2360.508	TYPE SP 12.5 WEARING COURSE MIXTURE (3,F)	TON	147	\$90.00	\$13,230.00	\$142.15	\$20,896.05	\$135.00	\$19,845.00	\$150.00	\$22,050.00	\$147.50	\$21,682.50
	21	2401.601	STRUCTURE EXCAVATION	LUMP SUM	1	\$75,000.00	\$75,000.00	\$10,333.00	\$10,333.00	\$7,800.00	\$7,800.00	\$12,000.00	\$12,000.00	\$32,286.00	\$32,286.00
	22	2412.602	14X10 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2	\$5,000.00	\$10,000.00	\$4,411.00	\$8,822.00	\$3,900.00	\$7,800.00	\$3,000.00	\$6,000.00	\$8,210.00	\$16,420.00
	23	2412.603	14X10 PRECAST CONCRETE BOX CULVERT	LIN FT	125	\$850.00	\$106,250.00	\$476.00	\$59,500.00	\$415.00	\$51,875.00	\$1,200.00	\$150,000.00	\$600.00	\$75,000.00
	24	2451.507	FINE AGGREGATE BEDDING (CV)	CUYD	262	\$27.00	\$7,074.00	\$68.00	\$17,816.00	\$39.00	\$10,218.00	\$38.00	\$9,956.00	\$86.00	\$22,532.00
	25	2481.618	MEMBRANE WATERPROOFING	SQ FT	7056	\$2.00	\$14,112.00	\$4.00	\$28,224.00	\$2.60	\$18,345.60	\$0.01	\$70.56	\$2.50	\$17,640.00
	26	2501.502	18" RC SAFETY APRON	EACH	1	\$1,680.00	\$1,680.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$1,315.00	\$1,315.00	\$3,240.00	\$3,240.00
	27	2501.503	18" RC PIPE CULVERT	LIN FT	797	\$70.00	\$55,790.00	\$81.50	\$64,955.50	\$100.00	\$79,700.00	\$100.00	\$79,700.00	\$136.00	\$108,392.00
	28	2502.503	6" PERF TP PIPE DRAIN	LIN FT	350	\$10.00	\$3,500.00	\$15.00	\$5,250.00	\$10.00	\$3,500.00	\$19.00	\$6,650.00	\$17.50	\$6,125.00
	29	2504.603	LOWER R" WATERMAIN	LIN FT	144	\$100.00	\$14,400.00	\$103.50	\$14,904.00	\$170.00	\$24,480.00	\$125.00	\$18,000.00	\$225.00	\$32,400.00
	30	2506.502	CASTING ASSEMBLY	EACH	5	\$1,200.00	\$6,000.00	\$1,450.00	\$7,250.00	\$1,200.00	\$6,000.00	\$1,500.00	\$7,500.00	\$941.00	\$4,705.00
	31	2506.502	ADJUST FRAME AND RING CASTING	EACH	1	\$745.00	\$745.00	\$515.00	\$515.00	\$620.00	\$620.00	\$1,400.00	\$1,400.00	\$2,616.00	\$2,616.00
	32	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	3.3	\$780.00	\$2,574.00	\$883.00	\$2,913.90	\$1,000.00	\$3,300.00	\$820.00	\$2,706.00	\$1,200.00	\$3,960.00
	33	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	LIN FT	7	\$400.00	\$2,800.00	\$556.00	\$3,892.00	\$430.00	\$3,010.00	\$435.00	\$3,045.00	\$720.00	\$5,040.00
	34	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	10.3	\$770.00	\$7,931.00	\$658.00	\$6,777.40	\$710.00	\$7,313.00	\$600.00	\$6,180.00	\$800.00	\$8,240.00
	35	2511.504	GEOTEXTILE FILTER TYPE 4	SG YD	1539	\$4.00	\$6,156.00	\$1.70	\$2,616.30	\$2.40	\$3,693.60	\$2.15	\$3,308.85	\$2.01	\$3,093.39
	36	2511.507	RANDOM RIPRAP CLASS II	CUYD	3	\$50.00	\$150.00	\$176.00	\$528.00	\$210.00	\$630.00	\$200.00	\$600.00	\$328.00	\$984.00
	37	2521.518	4" CONCRETE WALK	SQ FT	208	\$7.00	\$1,456.00	\$8.38	\$1,743.84	\$13.00	\$2,704.00	\$18.00	\$3,744.00	\$10.10	\$2,100.80
	38	2521.518	6" CONCRETE WALK	SQ FT	242	\$13.00	\$3,146.00	\$14.53	\$3,516.26	\$20.00	\$4,840.00	\$22.00	\$5,324.00	\$18.45	\$4,464.90
	39	2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	19	\$11.00	\$209.00	\$25.00	\$475.00	\$45.00	\$855.00	\$23.00	\$437.00	\$34.65	\$658.35
	40	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	56	\$25.00	\$1,400.00	\$53.92	\$3,019.52	\$35.00	\$1,960.00	\$78.00	\$4,368.00	\$66.00	\$3,696.00
	41	2531.618	TRUNCATED DOME	SQ FT	30	\$60.00	\$1,800.00	\$75.00	\$2,250.00	\$74.00	\$2,220.00	\$61.00	\$1,830.00	\$98.20	\$2,946.00
	42	2545.501	CONDUIT SYSTEM	LUMP SUM	1	\$30,000.00	\$30,000.00	\$3,100.00	\$3,100.00	\$3,400.00	\$3,400.00	\$3,260.00	\$3,260.00	\$15,935.00	\$15,935.00
	43	2545.502	UNDERPASS LUMINAIRE TYPE LED	EACH	2	\$1,600.00	\$3,200.00	\$1,250.00	\$2,500.00	\$1,400.00	\$2,800.00	\$2,630.00	\$5,260.00	\$2,845.00	\$5,690.00
	44	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	1	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$3,100.00	\$3,100.00	\$2,950.00	\$2,950.00	\$2,789.00	\$2,789.00
	45	2545.502	SERVICE CABINET - TYPE B	EACH	1	\$8,000.00	\$8,000.00	\$6,800.00	\$6,800.00	\$7,500.00	\$7,500.00	\$8,200.00	\$8,200.00	\$13,175.00	\$13,175.00
	46	2545.502	SERVICE EQUIPMENT	EACH	1	\$1,500.00	\$1,500.00	\$3,850.00	\$3,850.00	\$4,200.00	\$4,200.00	\$4,050.00	\$4,050.00	\$5,634.00	\$5,634.00
	47	2545.502	HANDHOLE	EACH	1	\$2,000.00	\$2,000.00	\$3,300.00	\$3,300.00	\$3,600.00	\$3,600.00	\$3,465.00	\$3,465.00	\$1,935.00	\$1,935.00
	48	2545.503	UNDERGROUND WIRE 1/C 10 AWG	LIN FT	820	\$2.50	\$2,050.00	\$2.25	\$1,845.00	\$2.50	\$2,050.00	\$2.40	\$1,968.00	\$1.71	\$1,402.20
	49	2545.602	INSTALL LIGHTING UNIT	EACH	1	\$1,070.00	\$1,070.00	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00	\$1,575.00	\$1,575.00	\$1,422.00	\$1,422.00
	50	2554.502	GUIDE POST TYPE B	EACH	6	\$80.00	\$480.00	\$75.00	\$450.00	\$83.00	\$498.00	\$70.00	\$420.00	\$86.40	\$518.40
	51	2557.503	WIRE FENCE DESIGN W-1	LIN FT	30	\$60.00	\$1,800.00	\$250.00	\$7,500.00	\$55.00	\$1,650.00	\$300.00	\$9,000.00	\$248.50	\$7,455.00
	52	2557.603	CHAIN LINK SAFETY FENCE	LIN FT	80	\$65.00	\$5,200.00	\$75.00	\$6,000.00	\$55.00	\$4,400.00	\$300.00	\$24,000.00	\$173.30	\$13,864.00
	53	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$25,000.00	\$25,000.00	\$4,250.00	\$4,250.00	\$4,700.00	\$4,700.00	\$4,500.00	\$4,500.00	\$4,896.00	\$4,896.00
	54	2564.602	INSTALL SIGN	EACH	1	\$300.00	\$300.00	\$275.00	\$275.00	\$305.00	\$305.00	\$395.00	\$395.00	\$317.00	\$317.00
	55	2564.618	SIGN	SQ FT	32	\$70.00	\$2,240.00	\$95.00	\$3,040.00	\$105.00	\$3,360.00	\$265.00	\$8,480.00	\$109.50	\$3,504.00
	56	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$9,300.00	\$9,300.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$945.00	\$945.00	\$9,136.00	\$9,136.00
	57	2573.502	STORM DRAIN INLET PROTECTION	EACH	6	\$165.00	\$990.00	\$165.00	\$990.00	\$180.00	\$1,080.00	\$240.00	\$1,440.00	\$265.30	\$1,771.80
	58	2573.502	CULVERT END CONTROLS	EACH	3	\$130.00	\$390.00	\$200.00	\$600.00	\$175.00	\$525.00	\$175.00	\$525.00	\$295.30	\$885.90
	59	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	3236	\$3.00	\$9,708.00	\$2.60	\$8,413.60	\$3.10	\$10,031.60	\$2.95	\$9,546.20	\$2.85	\$9,222.60
	60	2574.505	SOIL BED PREPARATION	ACRE	2.8	\$180.00	\$504.00	\$550.00	\$1,540.00	\$555.00	\$1,554.00	\$500.00	\$1,400.00	\$493.40	\$1,381.52
	61	2574.507	COMMON TOPSOIL BORROW	CUYD	2550	\$30.00	\$76,500.00	\$15.00	\$38,250.00	\$15.00	\$38,250.00	\$0.01	\$25.50	\$28.50	\$72,675.00
	62	2574.508	FERTILIZER TYPE 3	POUND	759	\$1.00	\$759.00	\$0.90	\$683.10	\$0.90	\$683.10	\$1.10	\$834.90	\$1.45	\$1,105.55
	63	2575.504	RAPID STABILIZATION METHOD 4	SG YD	6691	\$1.70	\$11,374.70	\$1.95	\$13,047.45	\$2.30	\$15,389.30	\$1.80	\$12,043.80	\$2.00	\$13,382.00
	64	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SG YD	13257	\$1.50	\$19,885.50	\$1.62	\$21,476.34	\$1.70	\$22,536.90	\$2.00	\$26,514.00	\$1.60	\$21,211.20
	65	2575.505	SEEDING	ACRE	2.8	\$200.00	\$560.00	\$1,745.00	\$4,886.00	\$222.00	\$621.60	\$500.00	\$1,400.00	\$494.00	\$1,383.20
	66	2575.508	SEED MIXTURE 33-261	POUND	51	\$26.00	\$1,326.00	\$36.83	\$1,878.33	\$42.00	\$2,142.00	\$41.00	\$2,091.00	\$31.20	\$1,591.20
	67	2575.508	SEED MIXTURE 35-241	POUND	53	\$13.00	\$689.00	\$23.77	\$1,259.81	\$24.00	\$1,272.00	\$31.00	\$1,643.00	\$18.10	\$959.30
	68	2582.503	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	944	\$1.50	\$1,416.00	\$2.00	\$1,888.00	\$5.00	\$4,720.00	\$4.75	\$4,484.00	\$2.30	\$2,171.20
	69	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	255	\$2.00	\$510.00	\$3.25	\$828.75						

BIDDER'S QUALIFICATIONS

1. List Project Superintendent who will supervise the Work of this Project and number of years of experience. Superintendent shall be responsible for providing continuous on-site supervision of the Work and must not be the foreman for other major portions of work, unless specifically approved by the City Engineer.

Billy Bartusek

2. List of personnel who will be assigned to this Project.

Cory Pennington
Max Enright
Tyler Enright

3. Each Bidder shall enter in the spaces provided the names of major subcontractors he/she proposes to employ and classification or type of Work they will perform.

A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five percent (5%) or more of the total Contract price.

SUBCONTRACTOR

Century Traffic
Honda Electric

WORK

Striping
Electric

4. List of similar type projects performed within the last three (3) years.

- 1) Name of client: Keylord - Whippoorwill Date: 2024
Contact person: Gary Harkey Telephone: _____
- 2) Name of client: _____ Date: _____
Contact person: _____ Telephone: _____
- 3) Name of client: _____ Date: _____
Contact person: _____ Telephone: _____

DEPARTMENT OF HUMAN RIGHTS

CERTIFICATE OF COMPLIANCE

I hereby certify that I am in compliance with Minnesota Statutes Section 363 as amended by Laws of 1979, and (check one of the following, as applicable):

- ☒ Have a Certificate of Compliance issued by the Department of Human Rights.
- ☒ Have applied for a Certificate of Compliance to the Commissioner of Human Rights, which is pending.
- ☒ I am exempt from the requirements of Minnesota Statutes Section 363 as amended by the Laws of 1979.

Chad Gungl
Signature of Bidder

Position: Project Manager

Name of Firm: NorthWest Asphalt

Date: 5/29/24

Questions should be referred to:

Minnesota Department of Human Rights
Bremer Building
St. Paul, Minnesota 55101
Telephone: 612-296-5663

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. SAP 166-020-021

Federal Project No. NA

State of Minnesota _____)
) ss

County of Scott _____)

I, Max Enright, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of Northwest Asphalt

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

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: Max Enright
(bidder or his authorized representative)

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: SAP 166-020-021

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or 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...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

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). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: Kent Skonseng
Title: Corporate Secretary	Date: 5/29/24
Company Name: Northwest Asphalt	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: SAP 166-020-021

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
CENTURY Traffic	Pewaukee
Honda Electric	Lorretto

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer: 	Printed Name: Kent Skonseng
Title: Corporate Secretary	Date: 5/29/24
Company Name: Northwest Asphalt	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

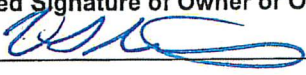
STATE PROJECT NUMBER: SAP 166-020-021

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer: 	Printed Name: Kent Skonseng
Title: Corporate Secretary	Date: 5/29/24
Company Name: Northwest Asphalt	



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Northwest Asphalt, Inc.

1451 Stagecoach Road
Shakopee, MN 55379-2797

OWNER:

(Name, legal status and address)
CITY OF SHAKOPEE
485 GORMAN STREET
SHAKOPEE, MN 55379

BOND AMOUNT:

FIVE PERCENT (5%) OF THE AMOUNT BID

PROJECT:

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

130TH STREET AT ZUMBRO AVENUE PEDESTRIAN UNDERPASS
SHAKOPEE, MINNESOTA

SURETY:

(Name, legal status and principal place
of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800
Kansas City, MO 64105

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.

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 29TH day of MAY 2024

(Witness)

(Witness) Sarah J. Dragt

Northwest Asphalt, Inc.

(Principal)

(Seal)

By:
(Title) Michael B. Pfeiffer, President

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)

By:
(Title) Colby White, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



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ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Scott)

On this 29TH day of MAY, in the year 2024, before me personally appeared Michael B. Pfeiffer,
President of
Northwest Asphalt, Inc., known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Shauna Malecha
Shauna Malecha, Notary Public
My Commission Expires: 6-30-25

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 29TH day of MAY, in the year 2024, before me personally come(s)
Colby White, Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Sarah J. Dragt
Sarah J. Dragt, Notary Public
My Commission Expires: January 31, 2029

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R. W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, RACHEL THOMAS, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, LIN ULVEN, EMILY WHITE, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, ALLISON HILL,
and NATHAN WEAVER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of MAY, 20 2024

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC