

**NOTICE OF AWARD
FOR**

**CANTERBURY COMMONS INTERNAL ROADWAYS IMPROVEMENT PROJECT
PROJECT NO. CIF-23-014-13**

CITY OF SHAKOPEE, MINNESOTA

TO: Heselton Construction, LLC
680 24th Street NW
Faribault, MN 55021

The City of Shakopee, Minnesota, having considered the proposals submitted on May 29 , 2024 for the construction of the **CANTERBURY COMMONS INTERNAL ROADWAYS IMPROVEMENT PROJECT, PROJECT NO. CIF-23-014-13** 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: \$4,419,649.75

CONTRACT

THIS CONTRACT, made and entered into this 4 day of June, 2024 by and between Heselton Construction, LLC 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:

CANTERBURY COMMONS INTERNAL ROADWAYS IMPROVEMENT PROJECT

NOW THEREFORE,

the parties to this contract agree to the following:

1. Manner for Completion

The Contractor, at their 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 **Canterbury Commons Internal Roadways Improvement Project, Project No. CIF-23-014-13** 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 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 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 Project No. CIF-23-014-13
- d. General Utility and Street Improvement Specifications for Construction
- e. Shakopee Public Utility Commission Water Policy Manual
- f. 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 _____
Mayor/Matt Lehman

By _____ By _____
Name / Title City Administrator/Bill Reynolds

Approved as to form:

City Attorney

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that We, _____,
_____, as
Principal, and _____,

as Surety, being a corporation certified by the Minnesota Commissioner of Insurance and authorized to act as a surety as provided in Minnesota Statutes, Section 60A.23, Subd. 5 and 574.15, are held and firmly bound unto the City of Shakopee, a Minnesota municipal corporation, hereinafter called the City, for the use of the City and to all subcontractors and persons who have furnished or shall furnish materials actually used in the performance of the hereinafter mentioned Contract, or who have performed, or shall perform, labor in the performance of or in connection with the said Contract in the penal sum of _____ (\$ _____), lawful money of the United States of America, the payment of which will truly be made to the Obligees, the said Principals and the said surety, bind themselves and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The condition of the above obligation is such that:

WHEREAS, the above bounded Principals have heretofore on the _____ day of _____, 2024, entered into a written Contract, a copy of which is by reference made a part hereof, with said City, for the furnishing of all labor and equipment for the complete installation of the **Canterbury Commons Internal Roadways Improvement Project, Project No. CIF-23-014-13** said construction work to be done according to the requirements of said Contract.

NOW, THEREFORE,

the obligations shall remain in full force and effect unless and until the above Principals do the following:

- At all times duly, promptly, and faithfully perform said Contract and any alteration in or addition to the obligations of said Principals arising thereunder (including the matter of infringement, if any, of patents),
- Guarantee all work against defective workmanship and materials for a period of two (2) years from date of final acceptance by the City,
- Comply with all the covenants contained in the specification drawings and other documents constituting a part of said Contract required to be performed by said Principals,
- Satisfy all claims and demands for same, in the manner and within the times provided in said Contract,
- Fully indemnify and save harmless the City of Shakopee from all costs and damage which the City may suffer,
- Fully reimburse and repay the City all outlay and expenses which the City may incur in making good any defaults, and reasonable attorneys' fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default,
- Pay all people who have contracts directly with the Principals, for labor or materials, if any, included in said Contract, or any alteration in or addition thereto.

If the Principals fulfill the above-listed items, then this obligation may become null and void.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration in or addition to the terms of the Contract, the work to be performed thereunder, or specifications accompanying the same, and no forbearance on the part of either the City or the Principal, shall in any way affect its obligation in this bond or release the Principal and Surety or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications, or any forbearance.

Signed and sealed this _____ day of _____, 2024.

Principal

By _____

Surety

Address

By _____
Attorney-in-fact

Local Agent

Address

**NOTICE TO PROCEED
FOR**

**CANTERBURY COMMONS INTERNAL ROADWAYS IMPROVEMENT PROJECT
PROJECT NO. CIF-23-014-13**

CITY OF SHAKOPEE, MINNESOTA

TO:

Heselton Construction, LLC
680 24th Street NW
Faribault, MN 55021

DATE: _____

You are hereby authorized to proceed on this date for the construction of the **Canterbury Commons Internal Roadways Improvement Project, Project No. CIF-23-014-13** for the City of Shakopee, Minnesota as set forth in detail in the Contract Documents, including Plans and Specifications.

CITY OF SHAKOPEE, MINNESOTA

By: _____
Alex Jordan, PE
City Engineer

We have determined the following permits are required:

Minnesota Pollution Control Agency (MPCA) for National Pollutant Discharge Elimination System (NPDES)
Minnesota Pollution Control Agency (MPCA) for Sanitary Sewer Extension Permit
Minnesota Department of Health (MDH) for Watermain Plan Review
Watershed – Lower Minnesota River Watershed District
Scott County Right-of-Way Permit
General Storm Water Permit (MNR 100001)
Department of Natural Resources (DNR) Water Appropriations for dewatering permit (if necessary)

If you will not complete your work involving these permits within the time specified thereon, you should communicate with the City Engineer, City of Shakopee, Minnesota to see if an extension is available and what you must do to obtain one. If you encounter other permits required, please communicate immediately with the same department.

BID PROPOSAL
FOR

BID COPY

CANTERBURY COMMONS INTERNAL ROADWAYS IMPROVEMENT PROJECT
NO. CIF-23-014-13

CITY OF SHAKOPEE, MINNESOTA

BIDDER: Heselton Construction, LLC
ADDRESS: 680 24th Street NW, Faribault, MN ZIP 55021
TELEPHONE: 507-334-3901
E-MAIL: mike@heseltonconstruction.com

BIDS TO BE OPENED AT 11:00 A.M., LOCAL TIME, MAY 29, 2024

Honorable City Council
City of Shakopee
485 Gorman Street
Shakopee, Minnesota 55379

The undersigned, as Bidder, having examined the site and having studied the Contract Documents for the Work and being familiar with all factors and conditions affecting the Work and cost thereof, hereby proposes and agrees to enter into a Contract with the City of Shakopee to supply all labor, equipment, tools, materials, and skills necessary for the construction of the following work, all in accordance with the Contract Documents and any subsequent addenda issued thereto:

Improvement Project No. CIF-23-014-13, Canterbury Commons Internal Roadways Improvement Project

The undersigned Bidder understands the quantities of Work as shown herein are approximate only and are subject to increase or decrease, and proposes to do the Work whether the quantities are increased or decreased, at the unit price stated in the following Schedule of Prices and the unit price as Bid shall constitute compensation in full for the respective items.

Proposal Items, Item Descriptions, Units, Quantities are found in the QuestCDN VBid portal. Bids should be input into that portal.

BID C	76	2545.603	INSTALL NON-METALLIC CONDUIT	LN FT	4790	\$8.50	\$22,715.00	\$13.50	\$66,500.00	\$15.05	\$74,327.50	\$110.00	\$47,500.00	\$20.00	\$95,000.00	\$13.95	\$62,640.00
	77	2553.603	TRAFFIC CONDUIT	LN FT	1	\$50.00	\$6,635.00	\$15,000.00	\$6,250.00	\$9,300.00	\$9,300.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$6,400.00	\$3,500.00
	78	2553.603	TYPE 1 BARRICADES	EACH	3	\$800.00	\$4,500.00	\$360.00	\$3,240.00	\$3,240.00	\$3,240.00	\$3,240.00	\$3,240.00	\$3,240.00	\$3,240.00	\$3,240.00	\$3,240.00
	79	2554.502	INSTALL SIGN TYPE C	EACH	36	\$200.00	\$4,680.00	\$130.00	\$4,680.00	\$132.00	\$4,752.00	\$6,300.00	\$125.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
	80	2554.502	SIGN PANELS TYPE C	SO FT	207.25	\$73.00	\$15,129.25	\$36.30	\$7,593.16	\$37.00	\$7,669.25	\$8,704.50	\$35.00	\$7,253.75	\$35.00	\$7,253.75	\$7,253.75
	81	2573.501	STABILIZED CONSTRUCTION EXIT	LN FT	3	\$53,500.00	\$4,200.00	\$2,400.00	\$3,600.00	\$5,500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	82	2573.502	STORM DRAIN INLET PROTECTION	EACH	98	\$195.00	\$19,170.00	\$165.00	\$16,170.00	\$204.00	\$19,952.00	\$21,450.00	\$150.00	\$14,700.00	\$81.00	\$9.98	\$14,700.00
	83	2573.503	SIGN FENCE TYPE MS	LN FT	13403	\$33.50	\$33,507.50	\$1.70	\$22,785.10	\$2.50	\$20,104.50	\$1.60	\$21,444.80	\$1.65	\$24,126.40	\$2.92	\$19,336.76
	84	2573.503	SEDIMENT CONTROL LOG TYPE CATEGORY 20	SO YD	500	\$3.50	\$1,750.00	\$2.50	\$1,250.00	\$2.50	\$1,250.00	\$3.60	\$1,900.00	\$2.60	\$1,250.00	\$2.60	\$1,340.68
	85	2575.504	ROLLED EROSION PROTECTION	LN FT	500	\$1.70	\$860.00	\$1.60	\$1,364.80	\$1.75	\$1,276.50	\$1.80	\$1,535.40	\$1.60	\$1,364.80	\$1.65	\$1,407.45
	86	2582.503	4" SOLID LINE PAINT	LN FT	5906	\$0.50	\$2,953.00	\$0.40	\$2,122.40	\$0.40	\$2,122.40	\$0.40	\$2,122.40	\$0.40	\$2,122.40	\$0.38	\$2,016.28
	87	2582.503	12" SOLID LINE PAINT	LN FT	485	\$3.00	\$1,455.00	\$2.80	\$1,368.00	\$3.00	\$1,455.00	\$2.70	\$1,309.50	\$2.70	\$1,309.50	\$2.70	\$1,309.50
	88	2582.503	24" SOLID LINE PAINT	LN FT	40.5	\$7.00	\$283.50	\$3.35	\$135.68	\$3.35	\$141.75	\$3.20	\$129.60	\$3.20	\$129.60	\$3.20	\$129.60
	89	2582.503	4" BROKEN LINE PAINT	LN FT	990	\$0.50	\$495.00	\$0.40	\$396.00	\$0.40	\$396.00	\$0.40	\$396.00	\$0.40	\$396.00	\$0.38	\$396.10
90	2582.503	4" DOTTED LINE PAINT	LN FT	2577	\$0.50	\$1,288.50	\$0.80	\$2,071.60	\$0.80	\$2,221.60	\$0.76	\$2,121.52	\$0.80	\$2,221.52	\$0.76	\$2,121.52	
91	2582.518	PAINT HSSG PAINT	LN FT	357	\$10.00	\$3,570.00	\$3.85	\$1,374.45	\$4.00	\$1,428.00	\$3.70	\$1,320.90	\$3.70	\$1,320.90	\$3.75	\$1,338.75	
92	2582.518	CROSSWALK PAINT	SO FT	1452	\$8.00	\$11,616.00	\$2.30	\$3,339.60	\$2.25	\$3,339.60	\$2.20	\$3,194.40	\$2.20	\$3,194.40	\$2.20	\$3,194.40	
BID C	SCHEDULE A																
							\$5,205,189.75	\$3,486,618.60	\$3,648,966.16	\$3,332,666.53	\$4,062,038.63	\$4,720,039.73	\$4,232,887.21				

BID SCHEDULE B																				
93	257.1.502	DECIDUOUS TREE 2.5" CAL B&B	EACH	135	\$750.00	\$101,250.00	\$655.00	\$89,425.00	\$650.00	\$67,750.00	\$674.00	\$39,990.00	\$639.00	\$86,265.00	\$640.00	\$96,400.00	\$520.00	\$70,200.00	\$647.09	\$37,337.15
94	257.4.505	SUBSILING	ACRE	4	\$400.00	\$1,600.00	\$350.00	\$1,400.00	\$6,500.00	\$26,000.00	\$327.00	\$2,108.00	\$850.00	\$3,400.00	\$300.00	\$1,200.00	\$800.00	\$3,520.00	\$750.00	\$3,000.00
95	257.4.505	SOIL BED PREPARATION	ACRE	4	\$180.00	\$720.00	\$290.00	\$1,040.00	\$295.00	\$1,060.00	\$284.00	\$1,056.00	\$1,050.00	\$1,400.00	\$250.00	\$1,000.00	\$250.00	\$1,040.00	\$255.10	\$1,020.40
96	257.4.508	FERTILIZER TYPE 3	POUND	800	\$1.50	\$1,200.00	\$0.85	\$680.00	\$0.85	\$680.00	\$0.80	\$640.00	\$1.00	\$800.00	\$0.80	\$640.00	\$0.82	\$656.00	\$0.82	\$656.00
97	257.4.507	TOPSOIL DOWHOLE	CU YD	3970	\$25.00	\$218,250.00	\$27.00	\$107,190.00	\$26.00	\$103,220.00	\$45.00	\$178,650.00	\$24.00	\$95,290.00	\$30.00	\$119,100.00	\$22.00	\$206,440.00	\$63.12	\$250,968.40
98	257.4.504	TOPSOILING TYPE MINERAL	CU YD	7960	\$18.00	\$143,280.00	\$8.30	\$66,088.00	\$7.50	\$59,700.00	\$9.50	\$76,814.00	\$8.50	\$67,680.00	\$10.00	\$79,680.00	\$8.50	\$67,680.00	\$8.16	\$64,435.60
99	257.5.505	SEEDING	ACRE	2.5	\$900.00	\$2,250.00	\$260.00	\$650.00	\$265.00	\$662.50	\$264.00	\$690.00	\$400.00	\$1,000.00	\$250.00	\$625.00	\$255.00	\$657.50	\$255.10	\$637.75
100	257.5.505	WEED SPRAYING	ACRE	2	\$250.00	\$500.00	\$77.00	\$1,560.00	\$80.00	\$1,600.00	\$154.00	\$791.00	\$1,582.00	\$500.00	\$1,000.00	\$750.00	\$1,550.00	\$765.31	\$1,530.62	
101	257.5.508	WEED SPRAY MIXTURE	GALLON	0.25	\$151.00	\$38.75	\$207.00	\$175.00	\$43.75	\$43.75	\$211.00	\$52.75	\$250.00	\$62.50	\$200.00	\$50.00	\$205.00	\$51.25	\$204.08	\$51.02
102	257.5.508	WEED MIXTURE 25-131	PALON	400	\$6.00	\$2,400.00	\$5.50	\$2,200.00	\$5.50	\$2,200.00	\$5.50	\$2,200.00	\$5.30	\$2,520.00	\$5.25	\$2,100.00	\$5.30	\$2,120.00	\$5.36	\$2,144.00
103	257.5.508	HYDRAULIC STABILIZED FIBER MATRIX	POUND	7500	\$2.50	\$19,750.00	\$1.05	\$7,875.00	\$0.90	\$6,750.00	\$1.00	\$7,500.00	\$1.05	\$7,875.00	\$1.05	\$7,500.00	\$1.05	\$7,875.00	\$1.02	\$7,650.00
BID SCHEDULE B																				
					\$490,328.75		\$277,133.75		\$289,666.25		\$181,908.75		\$353,098.75		\$276,041.50		\$283,798.97		\$419,886.94	

BID SCHEDULE C		BID SCHEDULE C																	
NO.	DESCRIPTION	LN FT	1892	\$5.00	\$9,450.00	\$3.00	\$7,740.00	\$8.00	\$15,080.00	\$4.00	\$7,600.00	\$10.00	\$19,080.00	\$5.00	\$9,450.00	\$4.00	\$7,600.00	\$9.37	\$18,093.15
104	2104.503 REMOVE FENCE	LN FT	315	\$5.00	\$1,575.00	\$1.65	\$522.75	\$2.00	\$630.00	\$1.50	\$472.50	\$3.00	\$945.00	\$4.00	\$1,260.00	\$5.00	\$1,575.00	\$5.13	\$1,610.95
105	2104.503 SAVING BIT PAVEMENT (FULL DEPTH)	LN FT	68	\$25.00	\$1,700.00	\$9.00	\$612.00	\$28.00	\$1,912.00	\$20.00	\$1,360.00	\$16.00	\$1,088.00	\$18.00	\$1,440.00	\$10.00	\$250.00	\$23.40	\$1,591.20
106	2104.503 REMOVE SEWER PIPE (STORM)	LN FT	295	\$15.00	\$4,425.00	\$2.25	\$663.75	\$3.00	\$885.00	\$3.50	\$1,035.00	\$5.00	\$1,750.00	\$5.00	\$1,475.00	\$5.00	\$1,225.00	\$4.37	\$1,461.15
22605	2106.507 EXCAVATION - COMMON	CU YD	22605	\$12.00	\$27,660.00	\$3.50	\$80,167.50	\$5.50	\$125,977.50	\$9.50	\$217,957.50	\$15.75	\$350,982.80	\$15.00	\$343,575.00	\$15.00	\$343,575.00	\$6.91	\$155,983.05
108	2106.507 BASIN SEDIMENT EXCAVATION (EV)	CU YD	1445	\$11.00	\$15,895.00	\$2.15	\$4,448.25	\$2.00	\$2,890.00	\$4.00	\$16,160.00	\$6.00	\$8,670.00	\$20.00	\$38,900.00	\$30.00	\$38,900.00	\$26.10	\$35,793.00
109	2106.507 IMPROVED CLAY EXCAVATION (CV)	CU YD	6114	\$9.54	\$58,221.16	\$16.50	\$100,861.00	\$41.00	\$250,674.00	\$45.00	\$276,270.00	\$40.27	\$246,210.78	\$45.00	\$183,420.00	\$30.00	\$28,900.00	\$44.24	\$331,623.36
110	2106.507 AGGREGATE BASE (CB) CLASS 5	CU YD	66	\$33.54	\$2,213.16	\$40.00	\$2,640.00	\$40.00	\$2,640.00	\$35.00	\$2,310.00	\$40.88	\$2,684.88	\$45.00	\$2,970.00	\$45.00	\$2,970.00	\$69.71	\$4,600.86
111	2106.507 TYPE SP 12.5 WEARING COURSE MK (3C)	TON	50	\$13.00	\$650.00	\$13.75	\$687.50	\$15.00	\$750.00	\$10.00	\$500.00	\$12.72	\$636.00	\$19.00	\$95.00	\$35.00	\$1,225.00	\$55.00	\$4,750.00
112	2106.507 TYPE SP 12.5 NON WEAR COURSE MK (3C)	TON	66	\$12.00	\$792.00	\$13.75	\$907.50	\$14.00	\$924.00	\$10.80	\$712.80	\$12.68	\$836.88	\$19.00	\$1,260.00	\$10.00	\$1,260.00	\$102.00	\$6,732.00
113	2106.507 TYPE SP 12.5 NON WEAR COURSE MK (3C)	TON	66	\$12.00	\$792.00	\$13.75	\$907.50	\$14.00	\$924.00	\$10.80	\$712.80	\$12.68	\$836.88	\$19.00	\$1,260.00	\$10.00	\$1,260.00	\$55.00	\$4,750.00
114	2501.502 36" RC PIPE APRON	EACH	2	\$4,000.00	\$8,000.00	\$2,800.00	\$5,600.00	\$4,420.00	\$8,840.00	\$4,290.00	\$8,580.00	\$2,770.00	\$5,540.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$2,538.85	\$5,117.70
115	2501.502 42" RC PIPE APRON	EACH	1	\$4,000.00	\$4,000.00	\$2,800.00	\$5,600.00	\$4,420.00	\$8,840.00	\$4,290.00	\$8,580.00	\$2,770.00	\$5,540.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$2,538.85	\$5,117.70
116	2501.502 48" RC PIPE APRON	EACH	1	\$6,500.00	\$6,500.00	\$2,800.00	\$5,600.00	\$4,420.00	\$8,840.00	\$4,290.00	\$8,580.00	\$2,770.00	\$5,540.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$3,777.10	\$3,777.10
117	2503.503 36" RC PIPE SEWER DIES 3006 CL III	LN FT	164	\$240.00	\$39,360.00	\$127.00	\$20,828.00	\$146.00	\$23,844.00	\$152.00	\$25,104.00	\$134.00	\$21,976.00	\$170.00	\$27,860.00	\$133.00	\$17,691.00	\$239.49	\$39,776.36
118	2503.503 42" RC PIPE SEWER DIES 3006 CL III	LN FT	629	\$298.00	\$187,602.00	\$166.50	\$105,268.50	\$197.00	\$125,265.00	\$183.13	\$115,707.00	\$226.00	\$146,730.73	\$230.00	\$145,970.00	\$207.00	\$171,603.00	\$286.75	\$195,051.25
119	2503.503 48" RC PIPE SEWER DIES 3006 CL III	LN FT	35	\$980.00	\$34,300.00	\$286.50	\$9,927.50	\$278.00	\$9,730.00	\$222.00	\$7,764.00	\$276.00	\$9,910.00	\$200.00	\$19,000.00	\$200.00	\$19,000.00	\$295.75	\$9,999.50
120	2503.602 CONNECT TO EXISTING STORM SEWER	EACH	1	\$1,000.00	\$1,000.00	\$665.00	\$665.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00	\$591.00	\$591.00	\$500.00	\$500.00	\$2,220.00	\$2,220.00	\$1,883.90	\$1,883.90
121	2506.503 CONIST DRAINAGE STRUCTURE DIES 40-4020, INCL C5TG	LN FT	8	\$585.00	\$4,680.00	\$350.00	\$2,800.00	\$530.00	\$6,540.00	\$800.00	\$6,400.00	\$814.00	\$6,512.00	\$750.00	\$6,000.00	\$77.00	\$6,216.00	\$971.52	\$7,772.16
122	2506.503 CONIST DRAINAGE STRUCTURE DIES 40-4020, INCL C5TG	LN FT	16	\$590.00	\$15,200.00	\$760.00	\$13,280.00	\$830.00	\$13,280.00	\$301.00	\$3,010.00	\$856.00	\$13,728.00	\$900.00	\$12,800.00	\$818.00	\$12,088.00	\$1,009.39	\$16,150.24
123	2506.503 CONIST DRAINAGE STRUCTURE DIES 40-4020, INCL C5TG	EACH	1	\$15,000.00	\$15,000.00	\$15,565.00	\$15,565.00	\$11,300.00	\$11,300.00	\$20,100.00	\$20,100.00	\$19,440.00	\$19,440.00	\$20,000.00	\$20,000.00	\$21,180.00	\$21,180.00	\$20,552.21	\$20,552.21
124	2511.603 RANDOLP RIFACE CLASS III	CU YD	32	\$400.00	\$3,200.00	\$80.00	\$2,560.00	\$195.00	\$6,240.00	\$167.00	\$5,344.00	\$152.00	\$4,864.00	\$80.00	\$2,560.00	\$100.00	\$2,000.00	\$154.81	\$4,853.92
2065	2517.603 INSTANT RIFACE	LN FT	2065	\$40.00	\$82,000.00	\$85.00	\$134,225.00	\$100.00	\$206,500.00	\$68.00	\$136,290.00	\$101.00	\$206,955.00	\$63.00	\$130,955.00	\$65.00	\$134,225.00	\$84.49	\$174,471.85
LUMP SUM	2517.603 STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$3,660.00	\$3,660.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
127	2573.502 STORM DRAIN INLET PROTECTION	EACH	1	\$250.00	\$250.00	\$245.00	\$245.00	\$165.00	\$165.00	\$260.00	\$260.00	\$175.00	\$175.00	\$150.00	\$150.00	\$0.01	\$0.01	\$150.00	\$150.00
128	2573.502 CURB/END PROTECTION	EACH	3	\$250.00	\$750.00	\$135.00	\$405.00	\$130.00	\$390.00	\$250.00	\$750.00	\$150.00	\$450.00	\$165	\$495.00	\$175	\$525.00	\$27.55	\$382.65
129	2573.503 SILT FENCE, TYPE MS	LN FT	3500	\$3.00	\$10,500.00	\$1.70	\$5,950.00	\$1.75	\$6,125.00	\$1.50	\$5,250.00	\$1.60	\$5,600.00	\$1.65	\$5,775.00	\$2.45	\$8,595.00	\$2.92	\$10,220.00
130	2573.503 SEDIMENT CONTROL LOG TYPE COMPOST	LN FT	80	\$4.00	\$320.00	\$2.50	\$200.00	\$2.50	\$200.00	\$2.50	\$200.00	\$3.80	\$304.00	\$2.40	\$192.00	\$2.45	\$196.00	\$3.68	\$294.40
131	2575.604 MNDOT 35-241 SEED MIX, FERTILIZER TYPE A, CAT B BLANKET	SO YD	6173	\$4.00	\$24,692.00	\$1.95	\$12,037.35	\$2.00	\$12,446.00	\$2.00	\$12,446.00	\$3.00	\$18,669.00	\$1.90	\$11,726.70	\$2.00	\$12,346.00	\$2.68	\$16,143.64
132	2575.604 MNDOT 35-241 SEED MIX, FERTILIZER TYPE A, CAT B BLANKET	SO YD	16	\$4.00	\$64.00	\$7.70	\$123.20	\$8.00	\$128.00	\$9.90	\$158.40	\$7.50	\$120.00	\$8.40	\$134.40	\$7.00	\$120.00	\$8.40	\$134.40
3804	2575.604 MNDOT 25-151 SEED MIX, FERTILIZER TYPE A, CAT B BLANKET	SO YD	3804	\$4.00	\$15,416.00	\$1.95	\$7,027.80	\$2.00	\$7,208.00	\$2.00	\$7,208.00	\$3.00	\$9,847.60	\$1.90	\$6,847.60	\$2.00	\$7,208.00	\$2.68	\$9,568.72
134	2575.604 MNDOT 25-151 SEED MIX, FERTILIZER TYPE A, CAT B BLANKET	SO YD	69	\$4.00	\$276.00	\$7.70	\$531.30	\$7.50	\$562.50	\$8.00	\$552.00	\$9.90	\$682.10	\$7.50	\$517.50	\$7.50	\$517.50	\$8.37	\$577.15
LUMP SUM	2575.604 MNDOT 25-151 SEED MIX, FERTILIZER TYPE A, CAT B BLANKET	LUMP SUM	1	\$660.00	\$660.00	\$597.40	\$597.40	\$650.00	\$650.00	\$883.10	\$883.10	\$520.50	\$520.50	\$515.00	\$515.00	\$1,060.328.51	\$1,060.328.51	\$8.37	\$1,099,980.72

Bid Total:

Bid Total:	\$6,563,755.16	\$4,419,649.75	\$4,888,036.91	\$5,268,867.78	\$5,538,841.52	\$5,567,111.70	\$6,145,177.99	\$6,158,454.87
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Section Title	Line Item	Item Code	Item Description	Unit	Quantity	Engineer Estimate		Heston Construction, LLC		S.M. Hentges & Sons, Inc.		RL Larson Excavating, Inc.		Northwest		Ryan Contracting Co.		Blumhouse Roadways Inc.		Hyer Contracting Inc.	
						Unit Price	Extension	Unit Price	Unit Price	Extension	Unit Price	Unit Price	Extension	Unit Price	Unit Price	Extension	Unit Price	Unit Price	Extension	Unit Price	Unit Price
BID SCHEDULE A	1	2021.501	MOBILIZATION	LUMP SUM	1	\$250,000.00	\$250,000.00	\$80,000.00	\$80,000.00	\$164,500.00	\$275,000.00	\$164,500.00	\$275,000.00	\$275,000.00	\$275,000.00	\$148,000.00	\$148,000.00	\$175,000.00	\$305,000.00	\$307,514.29	\$307,514.29
	2	2101.502	CLEARING	EACH	2	\$300.00	\$600.00	\$400.00	\$400.00	\$1,100.00	\$2,200.00	\$1,100.00	\$2,200.00	\$2,200.00	\$2,200.00	\$790.00	\$790.00	\$1,580.00	\$300.00	\$300.00	\$300.00
	3	2101.502	GRUBBING	EACH	2	\$300.00	\$600.00	\$400.00	\$400.00	\$1,100.00	\$2,200.00	\$1,100.00	\$2,200.00	\$2,200.00	\$2,200.00	\$790.00	\$790.00	\$1,580.00	\$300.00	\$300.00	\$300.00
	4	2104.502	REMOVE SIGN	EACH	1	\$355.00	\$355.00	\$26.00	\$26.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$143.00	\$143.00	\$200.00	\$27.00	\$27.00	\$27.00
	5	2104.502	SALVAGE CASTING	EACH	1	\$3,500.00	\$3,500.00	\$300.00	\$300.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$474.00	\$474.00	\$1,000.00	\$588.00	\$588.00	\$588.00
	6	2104.502	SALVAGE HYDRANT & VALVE	EACH	1	\$3,500.00	\$3,500.00	\$300.00	\$300.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$474.00	\$474.00	\$1,000.00	\$588.00	\$588.00	\$588.00
	7	2104.502	SAVING BIT PAVEMENT (FULL DEPTH)	LN FT	181	\$3.00	\$543.00	\$2.25	\$2.25	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$5.00
	8	2104.503	REMOVE CURB & GUTTER	LN FT	125	\$4.00	\$500.00	\$2.00	\$2.00	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$5.00	\$5.00	\$6.00	\$7.00	\$7.00	\$7.00
	9	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	3581	\$5.00	\$17,905.00	\$2.00	\$2.00	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$5.00	\$5.00	\$6.00	\$7.00	\$7.00	\$7.00
	10	2104.518	REMOVE CONCRETE WALK	SQ FT	1413	\$8.00	\$11,304.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$6.00	\$6.00	\$7.00	\$8.00	\$8.00	\$8.00
	11	2104.602	SALVAGE REDUCER	EACH	1	\$500.00	\$500.00	\$180.00	\$180.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$63.00	\$63.00	\$143.00	\$205.00	\$205.00	\$205.00
	12	2105.507	SUBGRADE EXCAVATION (EV)	CY YD	593	\$20.00	\$11,860.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$10.00	\$10.00	\$15.00	\$20.00	\$20.00	\$20.00
	13	2106.507	EXCAVATION - COMMON	CY YD	16882	\$7.50	\$126,115.00	\$3.50	\$3.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$14.00	\$14.00	\$20.00	\$25.00	\$25.00	\$25.00
	14	2106.507	EXCAVATION - ROCK	CY YD	70	\$65.00	\$4,550.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$26.50	\$26.50	\$30.00	\$32.00	\$32.00	\$32.00
	15	2106.507	SELECT GRANULAR BANKMANT (CV)	CY YD	14935	\$9.00	\$134,415.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$9.00	\$9.00	\$10.00	\$10.00	\$10.00	\$10.00
	16	2106.507	COMMON BANKMANT (CV)	CY YD	5780	\$6.00	\$34,680.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$6.00	\$6.00	\$7.00	\$7.00	\$7.00	\$7.00
	17	2112.519	SUBGRADE PREPARATION	ROAD STA	41.5	\$5,500.00	\$229,250.00	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$11,271.00	\$11,271.00	\$11,271.00	\$11,271.00	\$11,271.00	\$11,271.00
	18	2211.597	AGGREGATE BASE (CV) CLASS 5	CY YD	6798	\$94.00	\$229,772.00	\$30.50	\$30.50	\$30.50	\$30.50	\$30.50	\$30.50	\$30.50	\$30.50	\$40.68	\$40.68	\$74,915.44	\$202,740.00	\$202,740.00	\$202,740.00
	19	2260.599	TYPE SP 9.5 WEARING COURSE MIX (SC)	TON	2450	\$90.00	\$196,000.00	\$78.75	\$78.75	\$192,675.00	\$84.00	\$259,300.00	\$84.00	\$259,300.00	\$259,300.00	\$89.33	\$89.33	\$218,958.44	\$203,350.00	\$203,350.00	\$203,350.00
	20	2260.599	TYPE SP 12.1 NON WEAR COURSE MIX (SC)	TON	2450	\$75.00	\$183,750.00	\$60.00	\$60.00	\$156,000.00	\$85.00	\$208,250.00	\$85.00	\$208,250.00	\$208,250.00	\$82.30	\$82.30	\$201,635.00	\$191,100.00	\$191,100.00	\$191,100.00
	21	2262.602	4" PERP TP DRN	LN FT	8133	\$9.00	\$73,197.00	\$7.00	\$7.00	\$58,931.00	\$4.50	\$36,585.00	\$4.50	\$36,585.00	\$36,585.00	\$7.90	\$7.90	\$64,250.70	\$45.00	\$45.00	\$45.00
	22	2262.602	4" PVC PIPE DRAIN CLEANOUT	EACH	85	\$900.00	\$76,500.00	\$200.00	\$200.00	\$16,800.00	\$15.00	\$12,600.00	\$15.00	\$12,600.00	\$12,600.00	\$31.00	\$31.00	\$26,435.00	\$300.00	\$300.00	\$300.00
	23	2262.603	4" PVC PIPE DRAIN	LN FT	220	\$55.00	\$12,100.00	\$4.00	\$4.00	\$8,800.00	\$4.50	\$9,900.00	\$4.50	\$9,900.00	\$9,900.00	\$35.75	\$35.75	\$7,865.00	\$25,000.00	\$25,000.00	\$25,000.00
	24	2263.603	10" PVC PIPE SEWER	LN FT	386	\$77.00	\$29,822.00	\$50.70	\$50.70	\$19,677.20	\$60.00	\$23,160.00	\$60.00	\$23,160.00	\$23,160.00	\$60.00	\$60.00	\$118,718.00	\$25,000.00	\$25,000.00	\$25,000.00
	25	2263.603	12" PVC PIPE SEWER	LN FT	1585	\$92.00	\$145,820.00	\$55.75	\$55.75	\$88,383.75	\$60.00	\$72,000.00	\$60.00	\$72,000.00	\$72,000.00	\$60.00	\$60.00	\$118,718.00	\$25,000.00	\$25,000.00	\$25,000.00
	26	2263.603	15" RC PIPE SEWER DES 3006 CL II	LN FT	1215	\$90.00	\$109,350.00	\$60.75	\$60.75	\$73,657.50	\$60.00	\$72,000.00	\$60.00	\$72,000.00	\$72,000.00	\$60.00	\$60.00	\$118,718.00	\$25,000.00	\$25,000.00	\$25,000.00
	27	2263.603	18" RC PIPE SEWER DES 3006 CL II	LN FT	307	\$97.00	\$29,769.00	\$61.25	\$61.25	\$18,803.75	\$77.00	\$23,610.00	\$77.00	\$23,610.00	\$23,610.00	\$60.00	\$60.00	\$118,718.00	\$25,000.00	\$25,000.00	\$25,000.00
	28	2263.603	24" RC PIPE SEWER DES 3006 CL II	LN FT	369	\$170.00	\$62,700.00	\$101.25	\$101.25	\$37,453.75	\$110.00	\$40,590.00	\$110.00	\$40,590.00	\$40,590.00	\$101.00	\$101.00	\$229,772.00	\$80.00	\$80.00	\$80.00
	29	2263.603	30" RC PIPE SEWER DES 3006 CL II	LN FT	1219	\$370.00	\$326,270.00	\$133.50	\$133.50	\$168,736.50	\$140.00	\$171,840.00	\$140.00	\$171,840.00	\$171,840.00	\$140.00	\$140.00	\$326,270.00	\$113.00	\$113.00	\$113.00
	30	2263.603	36" RC PIPE SEWER DES 3006 CL II	LN FT	324	\$270.00	\$87,270.00	\$192.25	\$192.25	\$62,481.00	\$208.00	\$67,392.00	\$208.00	\$67,392.00	\$67,392.00	\$208.00	\$208.00	\$326,270.00	\$113.00	\$113.00	\$113.00
	31	2263.603	36" RC PIPE SEWER DES 3006 CL II	LN FT	324	\$270.00	\$87,270.00	\$192.25	\$192.25	\$62,481.00	\$208.00	\$67,392.00	\$208.00	\$67,392.00	\$67,392.00	\$208.00	\$208.00	\$326,270.00	\$113.00	\$113.00	\$113.00
	32	2263.603	42" RC PIPE SEWER DES 3006 CL II	LN FT	91	\$18.00	\$1,638.00	\$1.65	\$1.65	\$1,501.50	\$20.00	\$1,800.00	\$20.00	\$1,800.00	\$1,800.00	\$18.00	\$18.00	\$1,638.00	\$20.00	\$20.00	\$20.00
	33	2263.603	48" RC PIPE SEWER DES 3006 CL II	LN FT	85	\$375.00	\$31,875.00	\$26.25	\$26.25	\$22,312.50	\$27.00	\$22,950.00	\$27.00	\$22,950.00	\$22,950.00	\$27.00	\$27.00	\$31,875.00	\$20.00	\$20.00	\$20.00
	34	2263.603	CONNECT TO EXISTING SANITARY SEWER	EACH	2	\$2,000.00	\$4,000.00	\$1,600.00	\$1,600.00	\$3,200.00	\$1,600.00	\$3,200.00	\$1,600.00	\$3,200.00	\$3,200.00	\$1,600.00	\$1,600.00	\$3,200.00	\$2,000.00	\$2,000.00	\$2,000.00
	35	2263.602	8" PIPE PLUG	EACH	3	\$500.00	\$1,500.00	\$180.00	\$180.00	\$540.00	\$180.00	\$540.00	\$180.00	\$540.00	\$540.00	\$180.00	\$180.00	\$540.00	\$375.00	\$375.00	\$375.00
	36	2263.602	10" PIPE PLUG	EACH	3	\$550.00	\$1,650.00	\$195.00	\$195.00	\$585.00	\$195.00	\$585.00	\$195.00	\$585.00	\$585.00	\$195.00	\$195.00	\$585.00	\$375.00	\$375.00	\$375.00
	37	2263.602	12" PIPE PLUG	EACH	3	\$600.00	\$1,800.00	\$210.00	\$210.00	\$630.00	\$210.00	\$630.00	\$210.00	\$630.00	\$630.00	\$210.00	\$210.00	\$630.00	\$375.00	\$375.00	\$375.00
	38	2263.603	VIDEO TAP PIPE SEWER	LN FT	2201	\$1.00	\$2,201.00	\$0.50	\$0.50	\$1,100.50	\$0.50	\$1,100.50	\$0.50	\$1,100.50	\$1,100.50	\$0.50	\$0.50	\$1,100.50	\$0.50	\$0.50	\$0.50
	39	2264.602	CONNECT TO EXISTING WATER MAIN	EACH	20	\$7,500.00	\$150,000.00	\$6,000.00	\$6,000.00	\$120,000.00	\$7,100.00	\$142,000.00	\$7,100.00	\$142,000.00	\$142,000.00	\$7,100.00	\$7,100.00	\$142,000.00	\$7,100.00	\$7,100.00	\$7,100.00
	40	2264.602	INSTALL HYDRANT & VALVE	EACH	42	\$504.802	\$21,201.64	\$403.842	\$403.842	\$16,961.28	\$504.802	\$21,201.64	\$504.802	\$21,201.64	\$21,201.64	\$504.802	\$504.802	\$21,201.64	\$504.802	\$21,201.64	\$21,201.64
	41	2264.602	ADJUST GATE VALVE & BOX	EACH	4	\$250.482	\$1,001.93	\$190.964	\$190.964	\$763.86	\$250.482	\$1,001.93	\$250.482	\$1,001.93	\$1,001.93	\$250.482	\$250.482	\$1,001.93	\$250.482	\$1,001.93	\$1,001.93
	42	2264.602	ADJUST GATE VALVE & BOX	EACH	4	\$250.482	\$1,001.93	\$190.964	\$190.964	\$763.86	\$250.482	\$1,001.93	\$250.482	\$1,001.93	\$1,001.93	\$250.482	\$250.482	\$1,001.93	\$250.482	\$1,001.93	\$1,001.93
	43	2264.602	1076" REDUCER	EACH	44	\$504.802	\$22,212.08	\$403.842	\$403.842	\$16,961.28	\$504.802	\$22,212.08	\$504.802	\$22,212.08	\$22,212.08	\$504.802	\$504.802	\$22,212.08	\$504.802	\$22,212.08	\$22,212.08
	44	2264.602	1276" REDUCER	EACH	46	\$504.802	\$23,218.12	\$403.842	\$403.842	\$16,961.28	\$504.802	\$23,218.12	\$504.84								

The undersigned agrees as follows:

1. Within ten (10) calendar days after Award of Contract to execute a Contract for the work involved and to furnish the City of Shakopee a satisfactory Performance Bond and Payment Bond in the full amount of the Contract guaranteeing the faithful performance of the Work and the payment of bills.
2. That this Proposal cannot be withdrawn for a period of forty-five (45) days after the date and time scheduled for the opening of Bids.
3. That the Shakopee City Council reserves the right to reject any and all Bids, to waive irregularities and informalities therein and further reserves the right to award the Contract in the best interests of the City.
4. All work included in this Contract shall be completed in accordance with the specified dates of completion provided in the Contract Documents and Specifications.

In guarantee of sincerity of purpose in entering this Bid, the undersigned encloses a certified check, a cashier's check, or a bid bond, in an amount equal to five percent (5%) of the total Bid amount, made payable to the City of Shakopee. It is agreed that this amount is subject to forfeiture to the OWNER in the event the undersigned fails to execute the prescribed Contract and submit the required Performance and Payment Bond, Labor and Materials Bond and Insurance Certificates to the OWNER within ten (10) calendar days after issuance of Notice of Contract Award.

This is to acknowledge receipt of addenda numbered 1, _____, and _____.

Respectfully submitted,

By: 
(Signature of Bidder) Michael E. Heselton
Title: President

Name and Address of Bidder:

Heselton Construction, LLC
(Name)

680 24th Street NW, Faribault, MN 55021
(Address)

5/29/24
(Date)

Faribault, MN
(City and State)

41-1936628

(Bidders E.I. Number, used on employer's quarterly federal tax return, US Treasury Department Form 941)

Incorporated under the laws of the State of Minnesota

President: Michael E. Heselton, 680 24th Street NW, Faribault, MN 55021
(Name) (Address)

Secretary: Patrick Heselton, 680 24th Street NW, Faribault, MN 55021
(Name) (Address)

Treasurer: Patrick Heselton, 680 24th Street NW, Faribault, MN 55021
(Name) (Address)

Canterbury Commons Internal Roadways Improvement Project
Project No. CIF-23-014-13
Project Specifications

Bid Proposal

UNANIMOUS CONSENT ACTION
OF THE MEMBER AND BOARD OF GOVERNORS
OF
Heselton Construction, LLC.

The undersigned, constituting all of the members and all of the governors of Heselton Construction, LLC, a Minnesota Limited Liability Company (the "Company") do hereby adopt pursuant to Minnesota Statutes Sections 322B.606 and 322B.35, respectively, the following resolutions effective as of September 1, 2023, with the same force and effect as if said resolution were adopted at the joint meeting of the members and governors duly called and held for that purpose.

WHEREAS the Members deem it desirable and in their collective best interests to elect Michael E. Heselton and Patrick M. Heselton to the Board of Governors of the Company effective as of September 1, 2023; and

WHEREAS the Governors of the Company deem it desirable and in the best interests of the Company to appoint new manager of the Company, and

NOW, THEREFORE IT IS HEREBY

RESOLVED, that the election of Michael E. Heselton and Patrick M. Heselton to serve in the Board of Governors of the Company until the election and qualification of his successors is hereby ratified and approved.

RESOLVED, that the following individuals be, and they hereby are, appointed to serve in the office set forth opposite their names, to serve until the appointment and qualification of their respective successors:

Name	Title
Michael E. Heselton	President
Patrick M. Heselton	Vice President
Patrick M. Heselton	Treasurer
Patrick M. Heselton	Secretary

RESOLVED FURTHER, that the proper manager of the Company are hereby authorized and directed to take all actions necessary or appropriate of carrying out the foregoing resolutions.

MEMBERS:

BY



Michael E. Heselton

Its ____ President ____

Dated: ____ 9/1/23 ____

(Constituting all the members of
Heselton Construction, LLC)

GOVERNORS:



Michael E. Heselton

Dated: ____ 9/1/23 ____



Patrick M. Heselton

Dated: ____ 9/1/23 ____

(Constituting all the members of Heselton
Construction, LLC)

State of Minnesota

SECRETARY OF STATE

Certificate of Organization

I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: Articles of Organization, duly signed, have been filed on this date in the Office of the Secretary of State, for the organization of the following limited liability company, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

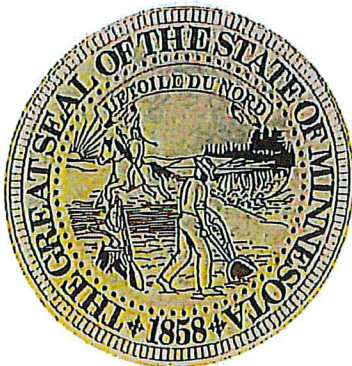
This limited liability company is now legally organized under the laws of Minnesota.

Name: Heselton Construction, LLC

Charter Number: 11147-LLC

Chapter Formed Under: 322B

This certificate has been issued on 04/05/1999.



Mary Kiffmeyer
Secretary of State.

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.

Doug Wenker, 16 years

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

Michael E. Heselton

Jason Brandvold

Nick Dolan

Brian Trnka

Matt Seykora

Korby Anderson

John Beckstrom

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

WORK

Midwest Concrete Specialties

Concrete

Valley Paving

Bituminous

J & R Larson

Landscape

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

1) Name of client: City of Lakeville

Date: 3/20/23

Contact person: Paul Oehme

Telephone: 952-985-2701

2) Name of client: Steele County

Date: 5/23/23

Contact person: Paul Sponholz

Telephone: 507-444-7672

3) Name of client: City of Kasson

Date: 3/27/23

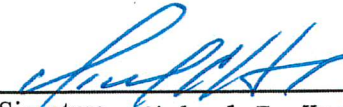
Contact person: Brandon Theobald

Telephone: 507-288-3923

AFFIDAVIT OF NON-COLLUSION

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

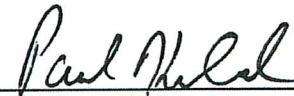
1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids have been arrived at by the 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 Advertisement for Bids, 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 employees or agents to any person not an employee or agent of 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.

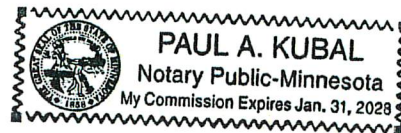

Signature Michael E. Heselton

Heselton Construction, LLC
Firm Name

Subscribed and sworn to before me

this 29th day of May, 2024


(Notary Public)

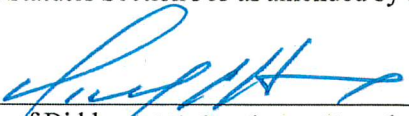


(Seal)

**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.



Signature of Bidder Michael E. Heselton

Position: President

Name of Firm: Heselton Construction, LLC

Date: 5/29/24

Questions should be referred to:

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



September 13, 2023

SENT ELECTRONICALLY BY EMAIL

HESELTON CONSTRUCTION LLC
PO Box 246
PO Box 246
Faribault MN 55021
ATTN: Michael E Heselton Vice President
mike@heseltonconstruction.com

Re: Equal Pay Certificate of Compliance Approval

Congratulations! The Minnesota Department of Human Rights (MDHR) has reviewed and approved your business's application for an Equal Pay Certificate of Compliance. This certificate allows you to execute contracts of \$500,000 or more for state and metropolitan agencies.

The Office of Equity and Inclusion for Minnesota Businesses is excited to partner with your organization in creating and implementing policies that foster equity, diversity, and inclusion. The Office of Equity and Inclusion will support your equal pay commitments by providing trainings, toolkits, and technical guidance to ensure that your workforce reflects the communities it is a part of and to prevent workplace discrimination.

The Office of Equity and Inclusion for Minnesota Businesses is tasked with oversight of your good faith efforts to comply with equal pay laws and may periodically request information from you.

Through our partnership, MDHR is committed in its goal of creating a world where everyone can lead full lives, rich with dignity and joy.

If you have any questions, contact the Office of Equity and Inclusion at compliance.mdhr@state.mn.us or 651-539-1095.

Sincerely,

A handwritten signature in black ink, appearing to read 'RL', with a stylized flourish at the end.

Rebecca Lucero, Commissioner
Minnesota Department of Human Rights

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

Rev 10/26/2021

EQUAL PAY CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **HESELTON CONSTRUCTION LLC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **September 13, 2023**

Certificate expiration date: **September 12, 2027**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

Rev 10/26/2021

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 prior to execution of the contract, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Michael E. Heselton (typed or printed name),

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.

Heselton Construction, LLC

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

680 24th Street NW, Faribault, MN 55021

(business address)

Signed:


(bidder or authorized representative)

5/29/24

Date

 AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Heselton Construction, LLC
680 NW 24th Street
Faribault, MN 55021

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

United Fire & Casualty Company
118 Second Ave SE
Cedar Rapids, IA 52407

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Shakopee
129 South Holmes Street
Shakopee, MN 55379

as Oblige, hereinafter called the Oblige, in the sum of **Five Percent (5%) of the Amount of the Bid**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

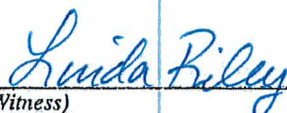
City of Shakopee- Canterbury Commons Internal Roadways Improvement Project #CIF- 23-014-13

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this

29th

day of May, 2024


(Witness)

Heselton Construction, LLC

(Principal)

(Seal)

(Title)

Michael E. Heselton, President
United Fire & Casualty Company

(Surety)

(Title)

Name Alemdar
Attorney-in-Fact

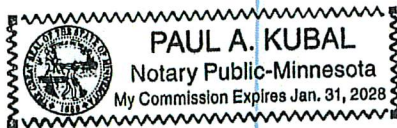


LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MN

COUNTY OF Rice

On this 29th day of May, 2024, before me personally appeared Michael E. Heselton to me known, who being by me duly sworn, that he is the President of the Heselton Construction, the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.



(Notarial Seal)

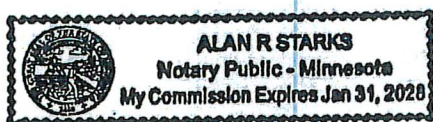
Notary Public, Paul Kubal

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Hennepin

On this 29th day of May, 2024, before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of United Fire & Casualty Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.



(Notarial Seal)

Notary Public, [Signature]



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARILYN HENTGES, KATIE RANDOLPH, KELLY PRESTON, JANE THOMPSON, BARB MICHAELS, LINDA JACKSON, ALAN STARKS, JEFFREY SETTEM, MELISSA M NORDIN, NAME ALEMDAR, TYLER GERADS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

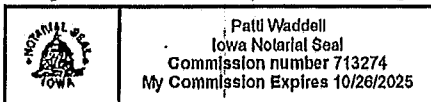
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: 
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

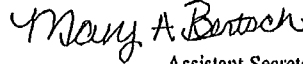



Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 29th day of MAY, 2024



By: 
Assistant Secretary,
UF&C & UF&I & FPIC