

CONTRACT

THIS CONTRACT, made and entered into this 18 day of June, 2024 by and between Krueger Excavating Inc., hereinafter called "Contractor", and the City of Shakopee, Minnesota, a municipal corporation, hereinafter called "City."

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

LIFT STATION #16 – LEVEE REPAIR PROJECT SEWER-24-003

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 **Lift Station #16 – Levee Repair Project** for the City of Shakopee, Minnesota, in a workmanlike and substantial manner, as outlined in the Request For Quotation (RFQ).

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

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

4. **Contractor's Responsibility for Subcontractors.** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power

regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

5. Payment to Subcontractors. The Contractor shall pay any subcontractor within ten days of receipt of payment from the City for undisputed services provided by the subcontractor. If the Contractor fails to pay within ten days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.

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

7. Requirements of Performance Bond. The successful bidder, at the time of the execution of the Contract, shall furnish and at all times maintain a satisfactory and sufficient bond in full amount of the Contract as required by law with a corporate surety satisfactory to the Owner. The form of bond is that required by statute. Personal sureties will not be approved.

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 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. The Contractor shall provide a Certificate of Insurance with the City of Shakopee named as an additional insured. The limits of liability shall be as follows:

Worker's Compensation

(1)	State	Statutory
(2)	Applicable Federal (e.g. Longshoreman's):	Statutory
(3)	Employer's Liability:	\$2,000,000

Contractor's Liability Insurance including completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(1)	General Aggregate (Except Products - Completed Operations)	\$2,000,000
(2)	Products - Completed (Operations Aggregate)	\$2,000,000
(3)	Personal and Advertising Injury (Per Person/Organization)	\$2,000,000
(4)	Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
(5)	Property Damage Liability Insurance will provide explosion, collapse and underground coverages where applicable.	\$2,000,000
(6)	Excess Liability	
	General Aggregate	\$2,000,000
	Each Occurrence	\$2,000,000

Automobile Liability:

(1) Bodily Injury:

\$2,000,000 Each Person
\$2,000,000 Each Accident

Property Damage:

\$2,000,000 Each Accident

or

(2) Combined Single Limit (Bodily Injury and Property Damage)

\$2,000,000 Each Accident

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

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

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

CONTRACTOR

CITY OF SHAKOPEE, MINNESOTA

By _____

By _____
Matt Lehman/Mayor

By _____

By _____
Bill Reynolds/City Administrator

PERFORMANCE AND PAYMENT BONDS

PART A: PAYMENT

KNOW ALL MEN BY THESE PRESENTS, that we _____,

Contractor, as Principal, and _____,
are firmly bound unto the _____, a Minnesota Corporation, (hereinafter referred to as "Obligee"), for the use and benefit of Obligee and all persons furnishing labor and materials to perform the Contract, in an amount of _____ and _____/100 Dollars, for payment of all claims, costs and charges as hereinafter set forth. For the payment of this obligation, well and truly made, we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the Principal has entered into a written contract with the Obligee dated _____, which contract is on file in the office of the Obligee, the regularity and validity of which is hereby affirmed;

NOW THEREFORE, if the Principal shall pay as they may come due all just claims for work done; for furnishing labor and materials, insurance premiums, equipment, or supplies for the purpose of such contract, and all taxes incurred under Minnesota Statutes, Section 290.92 or Chapter 297A, and supplies for the completion of the contract in accordance with its terms, and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, costs and disbursements in any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

PART B: PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, that the aforesaid Principal and Surety are held and firmly bound unto the Obligee, for the use and benefit of the Obligee, in the additional amount of _____ and _____/100 Dollars, for the faithful performance of the Contract pursuant to its terms, as hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the Principal has entered into the Contract more particularly described in Part A hereof, the regularity and validity of which is hereby affirmed:

NOW, THEREFORE, if the Principal shall faithfully perform the Contract and shall save the Obligee harmless from all cost and charges that may accrue on account of the doing of the work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the state pertaining to such Contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

The aggregate liability for bonds provided under Part A and Part B hereof is _____

(Sum of Parts A and B)

No assignment, modifications, or change in the Contract, or change in the work covered thereby, nor any extension of time for completion of the Contract, shall release the Surety on this bond.

Sealed with our seals and dated this _____ day of _____, 20____.

Contractor

Surety

By _____

By _____

Its _____

Its _____

And _____

Its _____

(Seal of Contractor if a Corporation)

Witnesses to Contractor's Signature:

Witnesses to Surety's Signature:

QUOTATION FORM

LIFT STATION #16 LEVEE REPAIR

IMPROVEMENT PROJECT NO. SEWER-24-003

COMPANY NAME: Krueger Excavating Inc.

ADDRESS: 7616 180th Street E, Prior Lake, MN

ZIP 55372

TELEPHONE: 952-412-2199

QUOTATIONS ARE DUE BY 11:00 A.M., LOCAL TIME, TUESDAY, JUNE 11, 2024.

To:

Josiah Ferguson, Graduate Engineer
485 Gorman Street
Shakopee, MN 55379
Email: JFerguson@ShakopeMN.Gov

The undersigned, as bidder, hereby proposes and agrees to enter into a contract with the City of Shakopee to supply all labor, materials, and equipment necessary to complete City Project No. SEWER-24-002, all in accordance with the plans and specifications prepared by the City of Shakopee and in strict accordance with the unit prices herewith.

The final amounts of the contract shall be determined by multiplying the final measured quantities as authorized and actually furnished and installed in the manner described in the specifications, by the unit stated in this proposal form. The Contractor will not be entitled to any compensation on any items other than those listed on this proposal form.

The bidder must bid each item.

The contract award will be based upon the low bid. In the event the unit prices extended do not equal the total bid, the unit prices shall govern to become the total bid.

LIFT STATION #16 LEVEE REPAIR

No.	Item No.	Item Description	Unit	Quantity	Unit Price	Extended Total
1	2021.501	MOBILIZATION	LUMP SUM	1	7,500	7,500
2	2101.505	CLEARING	ACRE	0.3	10,000	3,000
3	2021.505	GRUBBING	ACRE	0.3	10,000	3,000
4	2104.503	REMOVE SEWER PIPE (STORM)	LF	11	45	495
5	2104.504	REMOVE BITMINOUS PAVEMENT	SY	258	9	2,322
6	2104.503	REMOVE ROCK RETAINING WALL	LF	69	15	1,035
7	2104.503	REMOVE CURB AND GUTTER	LF	6	10	60
8	2104.502	REMOVE LIGHT POLE	EA	1	250	250
9	2106.507	EXCAVATION - COMMON (CV) (P)	CY	85	50	4,250
10	2106.507	SPECIAL EMBANKMENT - IMPERVIOUS FILL (CV) (P)	CY	140	31	4,340
11	2118.507	AGGREGATE SURFACING (CV) CLASS 1 (C)	CY	5	100	500
12	2503.503	12" PE X PE DUCTILE IRON STORM PIPE	LF	11	343	3,773
13	2503.502	CONNECT TO EXISTING STORM PIPE - DI TO CMP	EA	1	1,500	1,500
14	2504.502	12" RESILIENT WEDGE NRS GATE VALVE WITH ALPHA RESTRAINED JOINTS	EA	1	7,368	7,368
15	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EA	1	14,498	14,498
16	2531.503	CONCRETE CURB AND GUTTER DESIGN SPECIAL	LF	15	330	4,950
17	2572.501	TREE PROTECTION	LUMP SUM	1	500	500
18	2573.502	CULVERT END CONTROL	EA	1	150	150
19	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	975	8	7,800
20	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	4,000	4,000
21	2574.507	COMMON TOPSOIL BORROW (P)	CY	440	31	13,640
22	2574.508	FERTILIZER TYPE 3	LB	239	2	478
23	2574.505	SOIL BED PREPARATION	ACRE	0.7	600	420
24	2575.505	SEEDING	ACRE	0.7	600	420
25	2575.508	SEED MIXTURE 25-131	LB	89	8	712
26	2575.508	SEED MIXTURE 25-121	LB	17	17	289
27	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	2450	2	4,900
28	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SY	1314	3	3,942
TOTAL PROJECT COST:						\$96,092

The undersigned agrees as follows:

1. The City of Shakopee, Minnesota, reserves the right to reject any and all bids, to waive any minor irregularities in bidding, and/or to accept the bid or bids which best serve the interest of the City of Shakopee.
2. If this quotation is accepted, bidder will enter into a contract and furnish insurance certificate(s) within ten (10) days after bidder's quote is accepted. Bidder agrees to commence work as soon as possible after acceptance and to complete all work on or before the completion date, subject to the provisions of the contract documents.

Respectfully Submitted,

Firm: Krueger Excavating Inc.

By: 
(Signature of Bidder)

Title: Project Manager / Estimator

Brian Matthews

(Name)

7616 180th Street E

(Address)

Prior Lake, MN

(City and State)

DATE: 6/11/24

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.

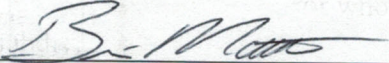
By signing this statement, I, Brian Matthews (typed or printed name),
Project Manager / Estimator (title) certify that I am an owner or officer of the company and do verify
under oath that my company is in compliance with each of the minimum criteria listed in the law.

Krueger Excavating Inc.

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

7616 180th Street E, Prior Lake, MN 55372

(business address)

Signed: 

(bidder or authorized representative)

6/11/24

Date