

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of September, 2024 by and between MNL, 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:

2024 NATIVE PRAIRIE RESTORATION

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 **2024 NATIVE PRAIRIE RESTORATION** for the City of Shakopee, Minnesota, in a workman-like 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. Prevailing Wages. 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. The prevailing wage rates are attached and included in the contract documents (see Appendix B).

The Contractor shall comply with Minnesota prevailing wage laws, Minnesota Statutes, Section 177.41, et seq. The prevailing wage rates published by the Minnesota Department of Labor and Industry for Hennepin County are attached hereto and/or incorporated by reference. The Contractor shall also comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 to 3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The attached Addendum - Federal Regulations sets forth contract provisions required by federal regulations which are incorporated by reference in these Contract Documents. If any inconsistency exists between the addendum and other provisions of the Contract Documents, the addendum controls.

7. 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.

8. 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.

9. 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

10. 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



Engineering Department
City of Shakopee
Phone: 952-233-9369
FAX: 952-233-3801

REQUEST FOR QUOTATION

2024 NATIVE PRAIRIE RESTORATION

DOCUMENT DATE:

AUGUST 14, 2024

QUOTATIONS DUE BY:

AUGUST 27, 2024

COMPLETION DATE:

NOVEMBER 22, 2024

2024 NATIVE PRAIRIE RESTORATION

SCOPE OF WORK

The City of Shakopee is in the process of obtaining quotations to retain the services of a qualified contractor for the conversion of turf lawn to native prairie vegetation. Vegetation will be installed at several city-owned parcels within parks and adjacent to trail systems. The contractor will be hired to complete any appropriate site preparation, including removal of existing vegetation, etc., in addition to installing native vegetation and ensuring its establishment. The city requires the installation of the project to be initiated after October 10th, 2024.

Enclosed you will find an official quote form, specifications of contract, insurance requirements, and site plans for each restoration area (see Appendix A). The plan is to restore approximately 6 acres to native vegetation, but the final scope may be increased or decreased at the city's discretion depending on the project cost.

The City reserves the absolute right to increase or decrease the quantity or work originally estimated in the Agreement. Regardless of the final scope of the Agreement, payment to the Contractor will be made on the basis of unit prices as stated in the proposal along with adjustments referred to herein.

This document and the included attachments provide information to the prospective contractors. Any questions or clarifications may be addressed by contacting Lindsey Vugteveen, Water Resources – Environmental Technician for the City of Shakopee, at 952-233-9375.

The provisions of Minnesota Statute 16C.285 Responsible Contractor are imposed as a requirement of this Contract. All bidders and persons or companies providing a response/submission to this Request for Quotation shall comply with the provisions of the statute.

The project is funded in part by state funds. This project is prevailing wages.

WORK SEQUENCE

The Contractor shall perform his/her work in such a manner as to cause the least interference with adjoining property owners and the general public.

The winning contractor shall have all contracts signed and approved insurance information delivered to Shakopee City Hall prior to starting construction.

At the time of award of the contract, the Contractor shall provide the City with a tentative workplan and schedule for the project.

Native vegetation installation work on the project (bid items 1-5) must be complete by November 22nd, 2024.

SUBMISSION OF QUOTES

Contractors should visit the work site to ascertain by inspection pertinent local conditions such as locations, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.

PREPARATION OF QUOTES.

- 1) Quotes shall be submitted on the forms provided or copies thereof, and must be signed by the contractor or their authorized representative. Any corrections to entries made on quote forms should be initialed by the person

signing the quote. A mailed or emailed copy will suffice.

- 2) Alternate quotes will not be considered unless specifically called for.
- 3) The quote submitted shall take into account all specifications and requirements found within the quote request.

I will need to receive your written quote (regular mail or email) on the enclosed City Quote Form no later than 10am on August 27th, 2024. If you have any questions, please feel free to call me at (952) 233-9375. Submit attached quotation form titled to:

Lindsey Vugteveen, Water Resources – Environmental Technician
485 Gorman Street
Shakopee, MN 55379
Email: lvugteveen@shakopeemn.gov

Quotes must be received via email or in person by August 27th, 2024 at 10am.

QUOTATION FORM

2024 NATIVE PRAIRIE RESTORATION

COMPANY NAME: MNL

ADDRESS: 8740 77th St NE Otsego MN ZIP 55362

TELEPHONE: 763-295-0010

QUOTATIONS ARE DUE BY 10:00 A.M., LOCAL TIME, AUGUST 27th, 2024.

To:

Lindsey Vugteveen, Water Resources – Environmental Technician
485 Gorman Street
Shakopee, MN 55379
Email: lvugteveen@shakopeemn.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 Native Vegetation Restorations, 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 total bid amount. In the event the unit prices extended do not equal the total bid, the unit prices shall govern to become the total bid. The Contract is anticipated to be awarded a contractor by City Council on September 3rd, 2024.

CITY OF SHAKOPEE
2024 NATIVE PRAIRIE RESTORATION
OFFICIAL QUOTE FORM

Quote Price as specified in PREPERATION OF QUOTES on page 1

NO.	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	1	\$3,500.00	\$3,500.00
2	2575.505	SEEDING (MIX 33-261)	ACRE	1.39	\$3,680.00	\$5,155.20
3	2575.505	SEEDING (MIX 34-271)	ACRE	0.14	\$3,680.00	\$515.20
4	2575.505	SEEDING (MIX 35-621)	ACRE	5.60	\$3,680.00	\$20,608.00
5	2575.505	TURF SPRAYING	ACRE	6.31	\$500.00	\$3,155.00
Total Bid Amount						\$32,933.40

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 in accordance with the specifications after acceptance and to complete all work on or before the completion date, subject to the provisions of the contract documents.

Respectfully Submitted,

Firm: MNL

By: 
(Signature of Bidder)

Title: Senior Estimator

Josh Hanson
(Name)

8740 77th St NE
(Address)

Otsego MN 55362
(City and State)

DATE: 8/27/24

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

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, Amy Schaffer (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.

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

8740 77th St NE Otsego MN 55362
(business address)

Signed:  8/27/24
(bidder or authorized representative) Date