

CONTRACT

THIS CONTRACT, made and entered into this 8 day of August, 2018 by and between Gopher State Sealcoat, 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:

2018 Trail Sealcoat Project

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 **2018 Trail Sealcoat 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 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 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. 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

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.

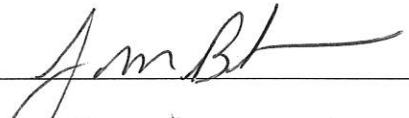
9. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age, against any

employee of Contractor or applicant for employment, and shall include a similar provision in all sub-contracts let or awarded hereunder

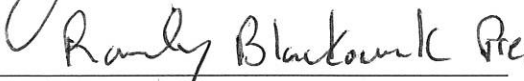
10. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Minnesota.

CONTRACTOR

CITY OF SHAKOPEE, MINNESOTA

By 

By _____
Mayor/Bill Mars

By 
Print Name/Title

By _____
City Administrator/Bill Reynolds

COPY

QUOTATION FOR

2018 Trail Sealcoat Project

COMPANY NAME: Gopher State Sealcoat, Inc.
ADDRESS: 12519 Rhode Island Avenue Savage ZIP 55378
TELEPHONE: (952) 931-9188

QUOTATIONS ARE DUE BY 9:00 A.M., LOCAL TIME, FRIDAY, AUGUST 6, 2018, and must be sent to:

City of Shakopee / Public Works
Attn: James Henderson
400 Gorman Street
Shakopee, MN 55379
Email: JHenderson@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 the project 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 and show each item provided with this bid, Sealcoat, crack fill and/or repair as needed plus cleaning and prep-work of the area and traffic control.

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.

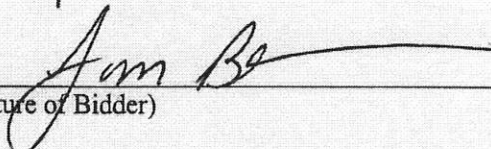
1. 33,850-SY X Per-SY \$ 1.21 = Total Bid: \$ 40,958.50

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: Gopher State Sealcoat, Inc.

By: 
(Signature of Bidder)

Title: President

Randy Blackowiak
(Name)

12519 Rhode Island Avenue
(Address)

Savage MN
(City and State)