

CONTRACT

THIS CONTRACT, made and entered into this 16 day of March, 2021 by and between Pathfinder Trail Building LLC, hereinafter called "Contractor", and the City of Shakopee, Minnesota, a municipal corporation, hereinafter called "City."

WITNESSETH: That Whereas, the Contractor provided a quotation consistent with the Minnesota State Contract for furnishing the supervision, labor, tools and equipment to construct the following City improvements:

Quarry Lake Park Improvements-Mountain Bike Trail 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 or his representative), labor, tools, machinery and other equipment necessary for the construction of the **Mountain Bike Trail Project** for the City of Shakopee, Minnesota, in a workmanlike and substantial manner, as outlined in the Proposal.

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 proposal, when the work starts work must continue until completed.

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. 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
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or

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

\$2,000,000	Each Accident
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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 
Name

By _____
Bill Mars/Mayor

By _____
Owner - Pathfinder Trail Building
Title

By _____
Bill Reynolds/City Administrator

Construction overview and Price Quote for Shakopee MTB Trail Build –

To whom it may concern:

We are excited to have the opportunity to be involved with a project like this. Given our soil types in the Twin Cities there hasn't been an all weather trail facility created making this an exciting project to be involved with. Starting from scratch offers the opportunity to create a fun, technically progressive, and unique trail experience that will be a first for the region, and can be used through our wet seasons and as a race venue for the local community. In our experience road recycle creates a great hardened surface trail that will lessen the amount of needed maintenance for the parks staff and local volunteer partner organizations while adding technical features along the way that match the flow of the trail creating a great environment for riders to expand their riding ability in a fun and safe manner and keeping it fun for the more experienced rider.

QUOTE:

Crew costs: \$185,920.00

Equipment Rental: \$13,489,50

Erosion Control: \$2,500 (purchased as needed)

Break Down:

I see this taking 83 crew days to complete at approximately 250' per day. I think there is opportunity to go quicker given the terrain. It looks as though access is easier to get material stockpiled where we need it throughout the park. We can also engineer in a few ways to complete this faster. I noticed that the spec calls for tilling the capping material into the natural existing material. This is an extra step that we've never done. Standard best practices within the trail building industry is to do a 6" lift and not blend materials. What we have found; you don't get as good of bonding when you mix it with sand, and the rock material ends up coming to the surface loose, becoming an issue on the riding surface. Given that this isn't a best practice within the trail building industry we won't be able to offer our typical one year warranty period. That being said we'd suggest doing a test section to see what offers the better end product by producing 100' section of how we'd typically do it and a 100' section based on the tilling method. It all really comes down to how it weathers in the long run. If we removed the step of tilling in the surfacing material our per day output would increase simply by the typical process has fewer steps, I think we could save 13 crew days or \$29,120.00 plus rental costs on the equipment needed to do it by not tilling in the material.

Work Schedule:

I see work beginning sometime in May – and working straight through to completion. We can have up to 2 crews on it, allowing us to split the project in to segments as needed. On the capping side we'd probably try to keep it moving along with the initial cut to make sure we have completed trail behind the crew. Given the ease of access the features can either be built as we go or installed after the initial trail is cut in. We'd be looking at completion on the long end being August, with the opportunity for it to be done significantly quicker than that.