

CONTRACT

THIS CONTRACT, made and entered into this 6th day of April, 2021 by and between St. Croix Recreation Fun Playgrounds 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:

Timber Trails Playground Equipment Replacement Project CIP Project PA-21-04

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, materials, tools, supplies, machinery and other equipment necessary for the construction of the **Timber Trails Park Playground Equipment Replacement 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
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 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 President / owner
Title

By _____
Bill Reynolds/City Administrator

St. Croix Recreation Fun Playgrounds INC.

1826 Tower Dr W
 Stillwater, MN 55082 US
 16514301247
 hannah@stcroixrec.com



Estimate

ESTIMATE # 4830**DATE** 02/18/2021**ADDRESS**

City of Shakopee
 accountspayable@shakopeem
 n.gov

SHIP TO

Timber Trails
 1397 Blue Heron Trail
 Shakopee, MN 55379

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
BCI 100-131830-4	1	46,775.00	46,775.00T
Custom BCI Burke Structure USE TAX INCLUDED			
STATE CONTRACT	46,775	-0.06	-2,806.50T
STATE CONTRACT #119803			
Freight	1	2,500.00	2,500.00T
Burke truckload rate, Lead time 4-6 weeks			
BER MARS	1	10,552.00	10,552.00T
Berliner Mars Rope Climber USE TAX INCLUDED			
STATE CONTRACT	10,552	-0.04	-422.08T
STATE CONTRACT #119803			
Freight	1	1,567.00	1,567.00T
Berliner Freight			
INSTALL	1	13,021.40	13,021.40
Installation of Playground Equipment Berliner Mars and Burke			
Site Demo	1	7,076.75	7,076.75T
Per quote per State Contract. Site demo including wood chips, wood borders and playground equipment.			
Concrete Curb	245	45.00	11,025.00T
Linear foot per State Contract 245 linear feet 8"W X 12" Tall w/ 2 Rebar ties 4" aggregate, backfill and hydroseed			
RESILIENT	175	24.00	4,200.00T
Engineered woodfiber Cubic Yards 12" Depth			
STATE CONTRACT	4,200	-0.02	-84.00T
STATE CONTRACT #119803			
INSTALL	17	120.00	2,040.00
Hourly Rate Install Wood fiber per State Contract			
CONCRETE	415	9.75	4,046.25T
Concrete Path 4" thick per State Contract			
Transfer station 230 sqft and Swing Area 185 sqft. Top to be 5' or more			
POUR IN PLACE	230	29.02	6,674.60T
230 square feet 50% Color (RED, Green, Blue and Beige) 50% Black 6' Fall Height			
POUR IN PLACE	185	30.36	5,616.60T
185 swing area square feet 50% Color (RED, Green, Blue and Beige) 50% Black 9' Fall Height			

By signing estimate or authorizing by email or PO, purchaser is agreeing to all terms and conditions as listed on the estimate, body of emails and supplemental documents including billing terms, shipping information and model number(s), quantity and color(s).

ACTIVITY	QTY	RATE	AMOUNT
STATE CONTRACT	12,291.20	-0.04	-491.65T
STATE CONTRACT #119803			
Drain Tile	375	6.40	2,400.00T
Cost Plus State Contact, you are getting is at my cost. Drain Tile 12" x 12" width removal of excess soil below grade, install and provide 375 linear feet for drain tile with one daylighted spot in curb, 4" drain tile with fabric & 3/4" river rock, Cost Plus State Contract			
GEO-TEXTILE	4,000	0.25	1,000.00T
GEO-TEXTILE SURFACE COVER			

QUOTES ARE EFFECTIVE FOR 30 DAYS.

SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR
SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE OR ADD.

PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED.

FAILURE TO PAY IN A TIMELY MANNER MAY INCUR INTEREST.

SUBTOTAL 114,690.37

TAX (0%) 0.00

TOTAL \$114,690.37

ST CROIX RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER, DESCRIPTION, QUANTITY AND COLOR DIRECTLY WITH ARCHITECT OR END USER.

Accepted By

Accepted Date