

**CONTRACT FOR SANITARY SEWER LINING REPAIRS  
WITH \_\_\_\_\_**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between \_\_\_\_\_, a pipe rehabilitation company located at \_\_\_\_\_ ("Contractor"), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the "City"):

**RECITALS**

- A. Contractor is engaged in the business of sanitary sewer lining repair.
- B. The City desires to hire Contractor to repair sanitary sewers using cured-in-place pipe.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested work.
- D. The City desires to engage Contractor to provide the work described in this Agreement and Contractor is willing to provide such work on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the City and Contractor agree as follows:

**AGREEMENT**

1. **The Work.** Contractor shall perform the work more fully described in the attached **Exhibit A** (the "Work"). The Work includes all work and services required by this Agreement, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. All Work shall be completed according to the specifications set forth in the attached **Exhibit B**. Contractor shall at all times keep the premises free from accumulation of waste materials and debris caused by Contractor's operations.
2. **Time for Completion.** The Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City's authorized agent according to the deadlines set forth in **Exhibit A** (the "Contract Time"). Contractor shall notify the City in writing of any cause of delay of the Work within 24 hours after such cause of delay arises. If Contractor fails to complete the Work by the Contract Time, the City may immediately, or at any time thereafter, proceed to complete the Work at the Contractor's expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the Contract Time.
3. **Consideration.** In consideration of the performance of the Work, the City shall pay to Contractor the amount set forth herein **Exhibit C** (the "Contract Price"). The consideration shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work. Contractor shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Contractor during the relevant billing period. The City shall pay Contractor within thirty (30) days after receiving a statement from Contractor.

4. **Extra Work.** Unless approved by the City in writing, Contractor shall make no claim for extra work done or materials furnished, nor shall Contractor do any work or furnish any materials not covered by the plans and specifications of this Agreement. Any such work or materials furnished by Contractor without written City approval shall be at Contractor's own risk and expense. Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the Work.

5. **Contract Documents.** The Contract Documents shall consist of this Agreement; all exhibits to this Agreement, which are incorporated herein by reference; any supplementary drawings, plans, and specifications; and other documents listed herein.

In the event of a conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority:

- a. Modifications to this Agreement
- b. This Agreement, including all exhibits
- c. Supplementary drawings, plans, specifications
- d. Other documents listed in this Agreement

Drawings shall control over Specifications, and detail in drawings shall control over large-scale drawings. All capitalized terms used and not otherwise defined in this Agreement, but defined elsewhere in the Contract Documents, shall have the meaning set forth in the Contract Documents.

6. **Expense Reimbursement.** Contractor shall not be compensated separately for necessary incidental expenses. All expenses of Contractor shall be built into Contractor's fixed compensation rate, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.

7. **Approvals.** Contractor shall secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Work. The City's approval may be provided via electronic mail.

8. **Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Persons performing the Work and other persons who may be affected by the Work;
- b. The Work and materials and equipment to be incorporated therein; and
- c. Other property at the site or adjacent to the site, such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities.

Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by any of them.

9. **Acceptance of the Work.** All of the Contractor's work and labor shall be subject to the inspection and approval of the City. If any materials or labor are rejected by the City as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done

to the satisfaction and approval of the City at the Contractor's sole cost and expense. Contractor shall replace at Contractor's expense any loss or damage to the Work, however caused, which occurs during the construction thereof or prior to the final delivery to and acceptance of the Work by the City. Any payment made to Contractor, shall not be construed as operating to relieve Contractor from responsibility for the construction and delivery of Work. Acceptance of the completed Work shall be evidenced only by Final Payment (the "Final Payment") issued by the City, which shall state the date on which the City accepts the completed Work (the "Final Completion Date").

10. **Warranty.** Contractor represents and warrants that it has the requisite training, skills, and experience necessary to complete the Work, is appropriately licensed by all applicable agencies and governmental entities, and will complete the Work in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar work. Contractor further represents and warrants to the City that the materials and equipment furnished under this Agreement are of good quality and new, unless this Agreement requires or permits otherwise. Contractor further warrants that the Work will conform to the requirements of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor shall promptly correct any defective Work. Costs of correcting such defective Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any additional services and expenses made necessary thereby, shall be at Contractor's expense. Contractor's warranty shall exclude remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor or its subcontractors, agents, or anyone hired or employed by any of them, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

11. **Guarantee.** Contractor guarantees and agrees to maintain the stability of the Work and materials furnished and installed under this contract for a period of one year after the Final Completion Date (the "Guarantee Period"). Contractor agrees to perform fully all other guarantees as set forth in the specifications. If any of the Work is found to be not in accordance with the requirements of the Contract during the Guarantee Period, Contractor shall correct it promptly after receipt of notice from the City to do so. The City shall give such notice promptly after discovery of the condition. If Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the City, the City may correct the Work at Contractor's expense.

The Guarantee Period shall be extended with respect to portions of Work first performed after the Final Completion Date by the period of time between Final Payment and the actual completion of that portion of the Work. The one-year period for correction of Work shall not be extended by corrective Work performed by Contractor pursuant to this Section.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

12. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties' obligations hereunder, unless terminated

by the City or amended pursuant to the Agreement. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- a. The parties, by mutual written agreement, may terminate this Agreement at any time;
- b. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
- c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
- d. The City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.

In the event of a termination, the City shall pay Contractor for Work performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

13. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.

14. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, the City may complete the Work either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the City for breach of this Agreement by Contractor shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.

15. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Contractor, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Contractor shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

16. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; and costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct by Contractor, or arising out of Contractor's failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

17. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum:

- a. Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181;

- b. Business Auto Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits not less than \$1,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;
- c. Commercial General Liability in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 for products-completed operations hazard, providing coverage for claims including:
  - i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
  - ii. Personal and advertising injury;
  - iii. Damages because of physical damage to or destruction of property, including loss of use of such property;
  - iv. Bodily injury or property damage arising out of completed operations; and
  - v. Contractor's indemnity obligations under this Agreement.

To meet the Commercial General Liability and Business Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. Prior to commencement of the Work, Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Golden Valley is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to the City, or 10 days' written notice in the case of non-payment.

18. **Compliance with State Withholding Tax.** Before final payment is made for the Work on this project, Contractor must make a satisfactory showing that it has complied with the provisions of Minnesota Statutes, section 290.92 requiring the withholding of State Income Tax for wages paid employees on this project by providing to the City Engineer a Certificate of Compliance from the Commissioner of Taxation. Contractor is advised that before such Certificate can be issued, Contractor must first place on file with the Commissioner of Taxation an affidavit, in the form of an IC-134, that Contractor has complied with the provisions of Minnesota Statutes Section 290.92.

19. **Assignment.** Neither the City nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void. Neither the City nor Contractor shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Work required by this Agreement. Any instrument in violation of this provision is null and void.

20. **Independent Contractor.** Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the Work which Contractor is to perform and is customarily engaged in the independent performance of the same or similar work for others. Contractor shall provide or contract for all required equipment and personnel. Contractor shall control the manner in which the Work is performed; however, the nature of the Work and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All Work provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

21. **Compliance with Laws.** Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the Effective Date. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the City's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

22. **Entire Agreement.** The Contract Documents shall constitute the entire agreement between the City and Contractor, and supersede any other written or oral agreements between the City and Contractor.

23. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

24. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

25. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of the Work pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Contractor. Regardless of when such information was provided, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.

26. **Conflict of Interest.** Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Contractor

shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Work.

27. **Agreement Not Exclusive.** The City retains the right to hire other professionals, contractors and service providers for this or other matters, in the City's sole discretion.

28. **Data Practices Act Compliance.** Any and all data provided to Contractor, received from Contractor, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Contractor to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

29. **No Discrimination.** Contractor agrees not to discriminate in providing the Work under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Work under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

30. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Tim Kieffer, or designee. Contractor's authorized agent for purposes of administration of this contract is \_\_\_\_\_, or designee who shall perform or supervise the performance of all Work.

31. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

CONTRACTOR

THE CITY  
City of Golden Valley  
7800 Golden Valley Road  
Golden Valley, MN 55427  
tkieffer@goldenvalleymn.gov

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

32. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

33. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

34. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

35. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Contractor, described in this Agreement, personally.

36. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (pdf) and signatures appearing on electronic mail instruments shall be treated as original signatures.

37. **Recitals.** The City and Contractor agree that the Recitals are true and correct and are fully incorporated into this Agreement.

IN WITNESS WHEREOF, the City and Contractor have caused this Independent Contractor Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CONTRACTOR:

By: \_\_\_\_\_  
Name, Title

CITY OF GOLDEN VALLEY:

By: \_\_\_\_\_  
Shepard M. Harris, Mayor

By: \_\_\_\_\_  
Timothy J. Cruikshank, City Manager



**EXHIBIT A**  
**SCOPE OF WORK**

1. **Sewer Lining Repair.** The unit price bid per linear foot for lining sewers shall be considered compensation in full to line the pipe with a liner of the size and length specified in the Proposal. Liners shall be constructed with a resin impregnated tube. Each liner must be the full length of the area specified to be repaired. All costs associated with the installation to meet the following requirements shall be included in the bid price for sewer lining:

- A. Mobilization and site preparation.
- B. Televising and recording of sanitary sewer lines to be lined to determine existing conditions on a manhole-to-manhole basis. The recorded flash drive and written log of the pipeline shall be submitted to the Engineer two weeks prior to lining. Contractor shall stop the camera at each service lateral and pan and tilt the camera in order to inspect the lateral connection to the extent possible.
- C. Cleaning necessary to a condition for proper installation of the product. This shall include, but not limited to, removing all roots, protruding taps, mineral deposits, and loose pieces of pipe, as deemed necessary by the Engineer.
- D. Determine if existing service connections are active or inactive.
- E. Notification of affected residents including residents located downstream to the nearest manhole, at least 24 hours in advance of proposed lining installation, of limited or restricted usage of sewer lines.
- F. Install approved lining material within sanitary sewer in accordance with the manufacturer's requirements, and as directed by the Engineer. Lining material must be continuously watertight from manhole to manhole except at service connections.
- G. Hydrophilic seal the ends of the liner in manholes to provide a watertight seal, approved by the Engineer, and eliminate infiltration from between the liner and the existing pipe.
- H. Grind and seal the edges of short lining segments that do not go from manhole to manhole to provide a watertight seal to eliminate infiltration from between the liner and existing pipe and to help pipe flow.
- I. Flow control, including bypass pumping, if required.
- J. Reinstatement and reconnection of service connections, and as directed by the Engineer.
- K. Cleanup.
- L. Other appurtenant and incidental work.

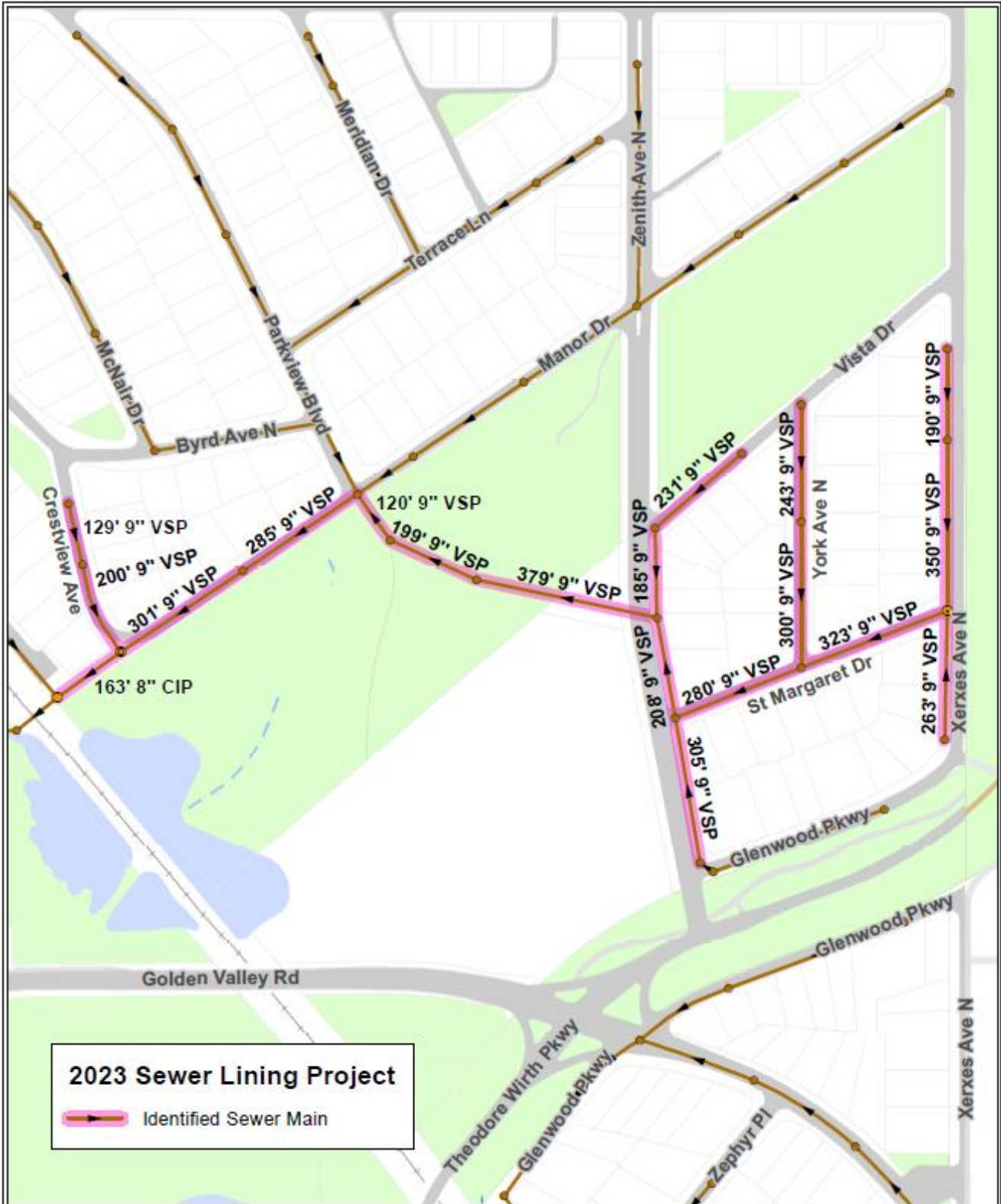
2. **Existing Pipe Condition.** The sanitary sewer repair sites under this Agreement have been televised. The Proposal Form represents the probable work to be done at the various locations. The location of all work covered by the Proposal Form is shown herein **Exhibit A**. It is not the intent of this Section to attempt to cover the entire problem, or the extent of the Work that may be required to repair the sewer at each site. Copies of the video showing sewer defects may be obtained by contacting the Golden Valley Engineering Department at (763) 593-8030.

3. **Inspection.** The City shall televise, and record lined sanitary sewer to determine the Work has been completed to specifications and to the satisfaction and approval of the City.

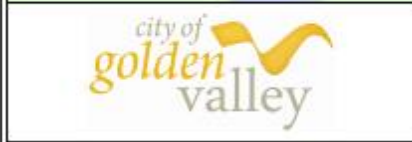
4. **Pre-qualified Installers.** Installers pre-qualified to do linings, defined as those areas where a lining is installed through the full length of the existing sewer between two adjoining manholes, are Infrastructure

Technologies, Inc., Insituform, Inc., Veit, Visu-Sewer, Inc. Lametti and Sons, Inc., Michels Pipe Services and Hydro-Klean LLC.

5. **Installer Approval.** All other contractors or subcontractors wishing to become prequalified to perform this portion of the Work must apply one (1) week before the quote deadline and shall submit to the Engineer for approval.
  - A. A license or certificate from the manufacturer verifying their approval
  - B. Evidence of the installer's experience, including the number, total length and the locations of project installations to date using the proposed materials and methods
  - C. Names and telephone numbers of owners where work of this nature was done by the proposed installer
  - D. Detailed technical information pertaining to long-term design considerations of the product. The decision to accept or reject the applicant lies solely with the Engineer.
  
6. **Previous Work.** When requested by the Engineer, Contractor shall submit test results from previous field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified have been achieved in previous field applications. Testing samples for this project shall be made and tested at the Contractor's expense.
  
7. **Schedule.** The Work shall be completed by October 1, 2023.
  
8. **Location.** The Location Maps herein **Exhibit A** identify the location of each repair.



**2023 Sewer Lining Project**  
 — Identified Sewer Main



**Location Map**

Print Date: 1/13/2023  
 Sources:  
 -Hennepin County Surveyors Office for Property Lines (2023).  
 -City of Golden Valley for all other layers.

0 130 260 520 Feet

**EXHIBIT B  
SPECIAL CONDITIONS**

1. **Product Requirements.** Cured-In-Place Pipe (CIPP) Liners shall meet the following product requirements.

A. Resin

- i. The liner bag shall be impregnated with polyester resin for general chemical applications. The resin shall not contain fillers, except those required for viscosity control unless approved by the Engineer. Up to 5% by mass thixotropic agent, which will not interfere with visual inspection, may be added for viscosity control. The resin shall contain a pigment to enhance visual clarity for inspection with video equipment.
- ii. Epoxy resins may be required by Contractor, if conditions are deemed to warrant their use.

B. Felt Content

- i. Content shall ensure cured thickness of liner as specified.
- ii. Thickness of cured liner to be as specified (+10%-4%), and shall not include thickness of polyurethane inner liner.

C. Resin Content

Shall be 10 to 15% by volume greater than volume of felt in the liner bag.

D. The cured liner shall conform to the following minimal structure standards listed herein

|                                | <u>Standard</u> | <u>Value</u> |
|--------------------------------|-----------------|--------------|
| Tensile Strength               | ASTM D638       | 3,000 psi    |
| Flexural Modulus of Elasticity | ASTM D790       | 250,000 psi  |
| Flexural Strength              | ASTM D790       | 4,500 psi    |

- E. The fabric liner shall be fabricated to the size such that when installed, will fit the internal circumference of the pipe. Contractor shall allow for circumferential stretching during insertion for such sizing.
- F. Contractor shall certify that CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2.
- G. CIPP liner insertion shall be performed in accordance with the manufacturer's recommendations, and in such a way to fully extend the tube to its termination point, hold the tube tight against the pipe wall, and produce dimples at service connections and flared ends at maintenance holes. Lubricants may be used as necessary. Care shall be taken so as not to over-stress the liner material.
- H. Temperature gauges shall be placed to determine the temperature of the incoming and outgoing water from the heat source. Another such gauge shall be placed inside the tube at the remote end to determine the temperature at that location during the cure cycle. Contractor shall supply a suitable heat source and water circulation equipment to deliver hot water throughout the section to be cured by means of a pre-strung hose to uniformly raise the water temperature above the temperature required to effectively cure the resin in accordance with the manufacturer's recommendations.
- I. Contractor shall maintain the manufacturer's recommended hydrostatic pressure and temperature throughout the curing process and for the duration recommended by the manufacturer. Compressible gases such as air or steam shall not be used.
- J. Initial cure shall be considered complete when the exposed portions of the pipe are hard and sound and the remote temperature sensor indicates that the temperature is high enough to create an exotherm.

- K. Contractor shall slowly cool the hardened pipe liner in a temperature below 100 degrees F before releasing the hydrostatic pressure. Cool down may be accomplished by introducing cool water into the inversion standpipe to replace water drained from a small hole placed in the downstream end. Final pressure release shall be slow to avoid development of a vacuum in the newly formed pipe liner.
- L. A tight seal shall be achieved at the ends of the liner. If this is not achieved, then a seal must be achieved by applying a coating of a resin mixture compatible with the liner material at the manholes.
- M. Steam curing shall not be used unless Contractor meets the following qualifications.
  - i. Contractor shall be licensed and certified by the manufacturer of the CIPP Lining process and have successfully completed at least 5 CIPP Lining Projects and aggregate length of at least 10,000, of which 2,000 linear feet must be greater than 9-inch pipe using steam curing.
  - ii. Each installation crew must be directly supervised by a dedicated foreman having previously supervised the successful installation of at least 5 CIPP Lining Projects and aggregate length of at least 10,000, of which 2,000 linear feet must be greater than 9-inch pipe using steam curing.
- N. Contractor shall reopen branch connections to buildings without excavation using a remote-controlled cutting device monitored by a video television camera. Contractor shall certify they has a minimum of two (2) complete working cutter units plus spare key components on the site before each lining process begins. After the sewer lining is complete, Contractor shall re-establish all active service connections as soon as practical and before any adverse effect is experienced by the property owners. Contractor shall determine active services during pre-construction televising. If Contractor is unable to re-establish sewer service connections inside the pipe and excavation is necessary, the cost and liability of such excavation and claims from property owners shall be the responsibility of Contractor, including any additional landscaping, turf establishment, and restoration.
- O. Significant wrinkles, as determined by the Engineer, shall be cause for rejection of the liner. Rejected liners shall be completely removed and the pipes relined to provide a smooth pipe interior. The cost for all such removals and relining shall be borne by Contractor.
- P. Contractor shall warrant and save harmless the City against all claims for patent infringement and any loss thereof.

- 2. **ASTM Provisions.** All lining materials shall be in accordance with the provisions of ASTM.
  - A. F1216 – Rehabilitation of Existing Pipelines and Conduits by Inversion and Curing of a Resin Impregnated Tube.
  - B. D-3034 – Type PSM Poly (Vinyl/Chloride) (PVC) Sewer Pipe and Fittings.
  - C. D-1248 – Specification for Polyethylene Plastics Molding and Extrusion Materials.
  - D. F-1504 – Standard Specifications for Folded Poly (Vinyl Chloride) (PVC) Pipe for Existing Sewer and Conduit Rehabilitation.
  - E. F1743-96 – Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP).
  - F. D-1784 – Standard Specification for Installation of Deformed Poly (Vinyl/Chloride) and Chlorinated Poly (Vinyl/Chloride) Components.
  - G. D-2122 – Method for Determining Dimensions of Thermoplastic Pipe and Fittings.
  - H. D-3350 – Specifications for Polyethylene Plastics Pipe and Fittings Materials.
- 3. **Product Submittals.** Contractor shall submit the following product information before the quote deadline.

- A. Manufacturer's product literature and application and installation requirements for materials used in the liner.
- B. Manufacturer's product certification for materials used in the liner.
- C. Liner pipe thickness design (cured-in-place) signed by a Professional Engineer. See ASTM F1216 Section A.5.
- D. Liner pipe thickness design shall be in accordance with Appendix XI of ASTM F1216. In the liner thickness calculations, the minimum quality of the host pipe shall be five (5) percent, the enhancement factor (K) shall not be greater than 7.0; the minimum safety factor shall be 2.0; and the flexural modulus of elasticity shall be reduced to account for long-term effects and used in the design equation E1. The reduction shall be 75 percent for HDPE material, 65 percent for PVC material and 50 percent for cured-in-place pipe systems.
- E. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the Specifications and installation requirements.
- F. Proposed plan for bypassing sewer signed by a Professional Engineer.
- G. The finished liner shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage.

4. **Responsible Contractor Certification.** Contractor and subcontractor(s) shall be a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. Contractor or subcontractor(s) that do not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a "responsible contractor" and will be ineligible to perform the Work. Contractor and subcontractor(s) are that make a false statement verifying compliance with any of the minimum criteria shall result in the termination of this Agreement.

5. **Pre-Construction Meeting.** Prior to the beginning of construction operations, a pre-construction meeting shall be held, and shall be attended by the authorized representatives of the City and persons of the contracting company who will have direct responsibility for workmanship and/or materials used on the project. The conference will disclose all aspects for execution and schedule of the Work. Agreement on any and all questionable measurements, materials, methods or other matters shall be made at this conference. Contractor shall submit the following at the pre-construction meeting.

- A. Critical path phasing plan and schedule, which details all controlling operations. This shall be submitted a minimum of three (3) days before the pre-construction meeting.
- B. General project contact information including emergency contacts.
- C. Traffic Control plan.

6. **Safety Precautions and Accident Prevention.** The Contractor shall observe and comply with all requirements to the safety of the workforce to be employed on the project. Contractor shall comply with all safety measures recommended and required by any governmental agency, including the Department of Labor and Industry, Division of Accident Prevention of the Industrial Commission of Minnesota, and with the requirements of the Workmen's Compensation Act and any amendments thereof. Attention is called to the other paragraphs of these Special Conditions covering safety precautions and accident prevention. The

Contractor shall be responsible for all safety issues on this project. The Contractor shall comply with instructions from the City for implementing any additional requirements for safety concerns.

7. **Permits and Licenses.** Contractor shall procure all permits and licenses as required, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work.

8. **Locating Utilities.** Contractor shall obtain field locations or other assistance as may be required to determine the existence and location of gas mains and other private utilities, as well as, public utilities of the City, County or State, which may be underground or overhead within street and highway rights-of-way or within easements and which may be interfered with by the Work prior to the Work. Existing underground, surface or overhead structures are not necessarily shown on the Plans; and those shown are only correct to the level of accuracy permitted by the locations both from field located and record drawings, established by the utility owners. The City does not assume any responsibility for the accuracy of the disclosed locations. Contractor shall be responsible for all verifying all utility location by contacting Gopher State One-Call (651.454.0002) prior to beginning the Work. Contractor shall also make such investigations as are necessary to determine the extent to which existing structures may interfere with the Work. Contractor shall not claim or be entitled to receive compensation for any damages sustained by reason of the inaccuracy of the omission of any of the information given relative to the surface, overhead or underground structures or by reason of Contractor's failure to properly protect and maintain such structures.

9. **Utility Conflicts.** Contractor shall coordinate its efforts with private utility companies so the Work can be done in a timely manner. Contractor shall schedule or redirect its Work to ensure that utility company relocates, installations, and/or removals do not impede progress of the Work. Contractor waives claims for any and all costs or damages due to alleged delay, disruption, or acceleration; and releases the City from any such claims, to the extent the claim is due to the failure of any private utility with facilities affected by the Work to promptly relocate, remove, or adjust such facilities. It is anticipated that some facilities will be in conflict with the work on this project that Contractor will be expected to guard and protect these facilities. No claims for extra compensation to perform the Work are due to conflicts with in-place utilities shall be considered. Likewise, no claim for delays due to conflicts with in-place utilities shall be considered.

10. **Mobilization (2021).** The lump sum for mobilization is to include all aspects of the Work and shall include mobilization to all of the areas identified in the Location Map herein **Exhibit A**.

11. **Access Points.** It shall be the responsibility of the City to provide locations of all manhole access points. Contractor shall be responsible for making the manholes accessible for the Work. Any traffic control deemed necessary by the Engineer shall be provided by Contractor, and included in the lump sum price for Traffic Control.

12. **Maintaining Flow.** Contractor shall maintain flow at all times at all repair locations. Maintaining flow on all Sanitary Sewer repairs shall be considered incidental.

13. **Clean Pipe Sewer.** The unit prices bid for clean pipe sewer shall be considered compensation in full to clean pipe sewer, regardless of size, to a condition for proper installation of the repair product. This shall include, but not be limited to, removing all roots, protruding taps, mineral deposits and loose pieces of pipe, as deemed necessary by the Engineer.

14. **Manhole Connections.** Manhole connections shall be watertight, utilizing hydrophilic gaskets.

15. **DOT Compliance.** All of Contractor's drivers performing work for the City must be in compliance with DOT requirements related to holding a Commercial Driver's License (CDL). Contractor shall be responsible for ensuring its own compliance with all applicable DOT regulations and requirements, including but not limited to DOT regulations related to drug testing and the maintenance of drug testing records. Contractor shall indemnify and hold harmless the City for any fines incurred as a result of Contractor's failure to comply with DOT requirements as set forth above. It shall be Contractor's responsibility to comply and provide evidence to the City of DOT compliance upon request.

16. **Hours of Operation.** Work shall occur Monday through Friday from 7:00 a.m. to 7:00 p.m., excluding holidays. On streets designated as high-volume or County roadways, Contractor's Work shall be restricted to the hours of 9:00 a.m. to 3:30 p.m., or after 6:00 p.m. for any Work within the traveled portion of the roadway.

High Volume Roadways

- A. Betty Crocker Boulevard between US 169 and General Mills Blvd
- B. Boone Avenue North between TH 55 and Plymouth Ave
- C. General Mills Boulevard between Wayzata Blvd and TH 55
- D. Golden Hills Drive between Wayzata Blvd and Turners Crossroad
- E. Golden Valley Road between Boone Avenue and Douglas Drive
- F. Laurel Avenue between Winnetka Avenue and Xenia Avenue
- G. Louisiana Avenue South between Laurel Avenue and I-394
- H. Noble Avenue North between Golden Valley Road and 34<sup>th</sup> Ave N
- I. North and South Frontage Roads of I-394
- J. Olympia Street between Winnetka Avenue and Douglas Drive
- K. Plymouth Avenue between US 169 and Winnetka Avenue
- L. Regent Avenue North between Duluth Street and 34<sup>th</sup> Ave N
- M. Rhode Island Avenue between 10<sup>th</sup> Avenue and TH 55
- N. Wayzata Boulevard all portions in Golden Valley City Limits
- O. Winnetka Avenue between TH 55 and I-394
- P. Xenia Avenue South between Glenwood Avenue and I-394
- Q. Zenith Avenue North between 26<sup>th</sup> Ave N and Theodore Wirth Pkwy

County Roadways

- A. Douglas Drive North
- B. Duluth Street between Douglas Drive North and Regent Avenue North
- C. Glenwood Avenue between TH 55 and Theodore Wirth Parkway
- D. Golden Valley Road between Regent Avenue North and Xerxes Avenue North
- E. Medicine Lake Road between TH 169 and Douglas Drive North
- F. Winnetka Avenue North between TH 55 and Medicine Lake Road



17. **Noise Elimination.** The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressing plants shall be equipped with silencers, and the exhausts of all gasoline motors or other power equipment shall be provided with mufflers approved by the manufacturer.

18. **Care of Work.** All work under this contract shall be accomplished with reasonable care and minimal damage to affected properties. The Contractor shall provide quality cleanup after removal and repair of any damage done by the Contractor's equipment.

19. **Traffic Control and Maintenance (2563).** Contractor shall maintain traffic at all times while performing the Work in accordance with the current Minnesota Manual of Uniform Traffic Control Devices (MMUTCD) Field Manual and its supplements, or as deemed necessary by the Engineer, when the Work occurs on or adjacent to any street, alley or public place. Contractor shall provide, under the traffic control item, all construction signage and traffic control devices for the protection of persons, property and the Work. Contractor shall be responsible for maintaining traffic control devices during the Work. In the event that the City must install additional signs for traffic control for safety purposes, the cost for such measures shall be billed to Contractor or withheld from monies due. The Contractor shall be held responsible for all damaged from failure to protect the work zone. When single lane traffic is necessary, flagmen must be provided to direct traffic. Contractor shall provide certifications of all flagmen that will be working on this project.

20. **Manual References.** The Specifications which apply to the Work shown in the Plans shall be as follows:

- A. Special Conditions herein **Exhibit A** and **B**.
- B. Standard Utilities Specifications for Watermain and Service Line Installation, Sanitary Sewer and Storm Sewer Installation, and Trench Excavation and Backfill/Surface Restoration, Revised 2018, as prepared by the City Engineers Association of Minnesota (CEAM) and published by the League of Minnesota Cities, St. Paul, Minnesota, except as modified or supplemented in these Special Conditions. The Standard Utilities Specifications are available from the Minnesota Society of Professional Engineers by calling 651.292.8860, or from the CEAM website at <http://ceam.org/>.
- C. The most current edition of the Minnesota Manual on Uniform Traffic Control Devices and its supplements.
- D. Division I, 1507 (Utility Property and Service) and Division I, 1512 (Unacceptable and unauthorized work) of the Minnesota Department of Highways Standard Specification for Construction, 2020 Edition and its supplements, shall apply, except as modified or supplemented herein.
- E. Division II (Construction Details) and Division III (Materials) of the Minnesota Department of Highways Standard Specification for Construction, 2020 Edition and its supplements, shall apply, except as modified or supplemented herein.

21. **Sanitary Provisions.** Contractor shall observe and comply with all laws, rules, and regulations of the State and Local Health Authorities. In the event of a sewage release, Contractor shall immediately notify the State of Minnesota Duty Officer at the Department of Public Safety at 651.649.5451 and the City Engineer at 763.593.8030. The Duty Officer will instruct Contractor on any further notification procedures. Contractor shall also take immediate action to prevent sewage from entering any water body or storm sewer by directing any such sewage flow into the existing sanitary sewer system.

22. **Measurement and Payment.** Payment for all items for this project shall be by the unit price as stated herein **Exhibit C**. The estimated quantities on the Proposal form are for determination of the lowest cost for the Work. The City reserves the right to increase or decrease quantities shown on the Proposal to stay within the amount budgeted by the City. No claims for extra compensation due to increased or decreased quantities shall be considered. Contractor shall submit all final quantities to the City within one month after completion of the Work.

23. **Contract Extension.** Contractor shall perform fully, entirely, and in an acceptable manner, the Work contracted for within the time stated herein **Exhibit A**. Contractor shall, not less than ten (10) days prior to said date, make written request to the City for an extension of time for completion, setting forth fully in its request the reasons which Contractor believes justify the granting of the request. If the City finds that the Work has been delayed on account of unusual conditions beyond the control of Contractor, or the quantities of the Work done or to be done are in excess of the Contract quantities in sufficient amount to warrant additional time; the City may, in its sole discretion, grant an extension of time for the completion to such date as may seem reasonable and proper. In case such extension is not granted, the right to proceed with the Work may be considered as forfeited as of the Contract Time, including all agreed upon adjustments, and the City, without violating the Contract, may proceed immediately to take over the Work, materials and equipment and make final settlement of costs incurred, except that it shall not be necessary to give Contractor written ten (10) days' notice for such forfeiture.

**EXHIBIT C  
PROPOSAL**

Contractor certifies that an examination has been made of the scope and location of work and proposes to furnish all necessary machinery, equipment, tools, labor and other means for the Work and to furnish all materials specified in the manner and at the time prescribed in the Contract Documents. Contractor understands that the quantities shown herein are approximate only and are subject to increase or decrease. Contractor further understands all quantities, whether increased or decreased, shall be performed at the unit prices below. The cost of hauling to the dumpsite and the cost of dumping material at the site shall be included in the prices bid for the equipment.

| Item<br>Number  | Description           | Units | Quantity | Unit Price | Total           |
|---|-----------------------|-------|----------|------------|-----------------|
| 2021.501  | MOBILIZATION          | LS    |          | \$ _____   | \$ _____        |
|   | 8" CIPP REPAIR LINING | LF    | 163      | \$ _____   | \$ _____        |
|   | 9" CIPP REPAIR LINING | LF    | 4,491    | \$ _____   | \$ _____        |
| 2563.601  | TRAFFIC CONTROL       | LS    |          | \$ _____   | \$ _____        |
| <b>TOTAL COST TO PROVIDE SERVICES FOR SANITARY SEWER LINING REPAIRS</b> |                       |       |          |            | <b>\$ _____</b> |