

**CONTRACT FOR STORM WATER REPAIRS
WITH _____**

THIS AGREEMENT is made this ___ day of ____ 2023 (the “Effective Date”) by and between _____, a water and sewer contractor 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 excavating to repair and replace storm water conveyance infrastructure.
- B. The City desires to hire Contractor to repair or replace storm water conveyance infrastructure.
- 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 to 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:

CITY OF GOLDEN VALLEY:

By: _____
Name, Title

By: _____
Shep Harris, Mayor

By: _____
Timothy J. Cruikshank, City Manager

EXHIBIT A
SCOPE OF WORK

1. **Work.** The Work shall include all labor, equipment, and supplies necessary to repair or replace storm water conveyance infrastructure that includes corrugated metal pipe, precast catch basin, and other components. The Work shall include, but not limited to, excavation; removal and disposal of old corrugated metal pipe and catch basin; installation of new reinforced concrete pipe or corrugated HDPE pipe, precast catch basin, and other components; and backfill and compact the excavated trench. The Contractor shall furnish new reinforced concrete pipe or corrugated HDPE pipe, precast catch basin, and supplies necessary.

2. **Schedule.** The Work shall commence on March 20, 2023 and conclude before May 1, 2023.

3. **Location.** The Location Maps herein **Exhibit A** identifies the location of each repair.



Location Map

Print Date: 1/6/2023
Sources:
-Hennepin County Surveyors Office for Property Lines (2023).
-City of Golden Valley for all other layers.

0 30 60 120 Feet

EXHIBIT B
SPECIAL CONDITIONS

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.

6. **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 relocations, 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. (See **Exhibit A**, Section 3 with regard to utility company schedule)

7. **Mobilization.** The mobilization shall be included in the base price in all aspects of Work and shall include mobilization to the area identified in the Location Map herein **Exhibit A**. No additional compensation will be considered for mobilization.

8. **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.

9. **Hours of Operation.** Work shall occur Monday through Friday from 7:00 a.m. to 7:00 p.m., excluding holidays.

10. **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.

11. **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.

12. **Traffic Control and Maintenance.** 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. Traffic control and maintenance shall be included in the base price in all aspects of Work. No additional compensation will be considered for traffic control and maintenance.

13. **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.

14. **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 2013, 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, 2018 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, 2018 Edition and its supplements, shall apply, except as modified or supplemented herein.

15. **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.

16. **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.

Description	Units	Quantity	Unit Price	Total
REPLACE 12" CMP	LF	201	\$ _____	\$ _____
REPLACE 18" CMP	LF	290	\$ _____	\$ _____
REPLACE 24" CMP	LF	173	\$ _____	\$ _____
REPLACE 60" CATCH BASIN STRUCTURE	LS	1	\$ _____	\$ _____
TOTAL COST TO PROVIDE SERVICES FOR STORM WATER REPAIRS				\$ _____