

CONTRACT

THIS CONTRACT, made and entered into this 7th day of May, 2024 by and between Pipe Services, hereinafter called "Contractor", and the City of Shakopee, Minnesota, a municipal corporation, hereinafter called "City."

WITNESSETH: That Whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

2024 Sewer Televising

NOW THEREFORE, the parties to this contract agree to the following:

1. Manner for Completion. The Contractor, at his own proper cost and expense, shall perform all work and furnish all supervision (needed beyond that provided by the City Engineer), labor, material, tools, supplies, machinery and other equipment necessary for ~~the construction of~~ the **2024 Sewer Televising project** for the City of Shakopee, Minnesota, in a workmanlike and substantial manner, as outlined in the Request for Quotation (RFQ).

2. Due Diligence. The maintenance of a rate of progress in the work which will result in its completion in a reasonable time, is an essential feature of this Contract, and the Contractor agrees to proceed with all due diligence and care, at all times to take all precautions to ensure the time of completion as defined in this Contract. The Contractor shall fully complete the work called for under the Contract in accordance with the RFQ.

3. Payment. The City will pay the Contractor those prices stipulated in the Contractor's Quotation, which are incorporated herein by reference and made a part of this Contract, which shall constitute full and complete compensation for the contractor's work provided hereunder. The parties specifically agree and understand and the Contractor specifically waives any claim for additional compensation for any changed condition whether arising out of a physical condition at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract or arising as a result of any force majeure.

4. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any

provisions of this contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

5. Payment to Subcontractors. The Contractor shall pay any subcontractor within ten days of receipt of payment from the City for undisputed services provided by the subcontractor. If the Contractor fails to pay within ten days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.

6. City Instructions. The City may declare the contract forfeited, should the Contractor persistently disregard instructions of the City or fail to observe or perform any provisions of this Contract.

7. Duplicate Originals. This Contract shall be executed in two copies; one (1) copy being retained by the City, one (1) to be delivered to the Contractor.

8. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age, against any employee of Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder

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

CONTRACTOR

CITY OF SHAKOPEE, MINNESOTA

By _____

By _____
Matt Lehman/Mayor

By _____

By _____
Bill Reynolds/City Administrator

GENERAL CONDITIONS

1. DOCUMENTS, DRAWINGS AND SPECIFICATIONS

A. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

Work shall be governed by all applicable Federal, State, and Local Laws, regulations, codes, and ordinances and the project plans and specifications.

B. DRAWINGS AND SPECIFICATIONS

The City of Shakopee (Owner), through the City Engineer (Engineer), shall furnish plans and specifications that represent the requirements of the work as far as practical to be performed under this project. Any work that may reasonably be inferred from the project plans and specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

C. INCLUSION OF OTHER SPECIFICATIONS, RULES AND REGULATIONS

All work and material covered by these specifications must conform to the current respective requirements of the following documents unless specified otherwise within the Special Provisions:

- (1) City Ordinances of the City of Shakopee, Minnesota
- (2) State of Minnesota, Department of Transportation (MN/DOT), "Standard Specifications for Construction", 2018 Edition, including the most recent addenda and revisions (also referred to as Mn/DOT Specifications or Mn/DOT requirements).
- (3) Minnesota Manual on Uniform Traffic Control Devices (MMUTCD).

Any conflict between items in the above, between themselves, or with these specifications must be submitted to the Engineer for adjustment, the prime object being to obtain the best quality installation possible.

2. INSURANCE

Prior to the commencement of work, Certificates of all insurance required on a form approved by the City Clerk, signed by an authorized representative of the insurance carrier and stating that all provisions of the specified requirements are satisfied shall be provided by the Contractor.

The CITY OF SHAKOPEE shall be named as an additional insured on all policies required under this section.

A. Liability Insurance

1) Required insurance and amounts as follows:

a. Worker's Compensation:

State:	Statutory
Applicable Federal (e.g. Longshoreman's):	Statutory
Employer's Liability:	\$2,000,000

b. Contractor's Liability Insurance including completed operations and product liability

coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor

General Aggregate (Except Products – Completed Operations)	\$2,000,000
Products – Completed (Operations Aggregate)	\$2,000,000
Personal and Advertising Injury (Per Person/Organization)	\$2,000,000
Each Occurance (Bodily Injury and Property Damage)	\$2,000,000
Property Damage Liability Insurance will provide explosion, collapse and underground coverages where applicable	\$2,000,000
Excess Liability General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000

c. Automobile Liability:

Bodily Injury Each Person	\$2,000,000
Each Accident	\$2,000,000
Property Damage Each Accident	\$2,000,000

Or

Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000
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- d. Policy must include a waiver of any or all Governmental Immunity and must indemnify and hold harmless the City and/or its agents and others as required. List project and work.
- 2) The policy shall be a standard form policy provided for by a carrier approved by the State of Minnesota and shall not contain any exclusions that will restrict coverage on any operations performed by this Contractor or any Subcontractor thereof.
- 3) The policy or policies shall afford Contractual Liability coverage to provide coverage for the Indemnification Agreement set out in Section 2.E.
- 4) It is a condition of the Contract that the policy or policies waive any or all governmental

immunity as a defense in any action brought against the insured or any other party to the Contract, up to policy limits.

- 5) The policy shall further provide insurance to cover all of the Contractor's operating exposures and the operation of vehicles.
- 6) Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City or the Engineer does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interest or liabilities.
- 7) In the event of cancellation of any of the policies, the company issuing the Certificate of Insurance shall provide 30 days written notice to the City. Failure to do so shall impose obligation and/or liability upon the issuing company. Certificate of Insurance forms shall be drafted or altered to reflect these conditions.

B. Notice of Cancellation or Non-Renewal

The City shall be given at least thirty (30) days prior written notice of any cancellation, termination or material modification of the required insurance coverages, and the insurance policies required herein shall so provide.

C. Deductibles

All responsibility for payment of sums resulting from any deductible provision, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

D. Indemnification

The Contractor shall indemnify and hold harmless the City, its elected officials, commissioners either elected or appointed, officers, agents and/or employees from and against all claims, damages, losses or expenses, including attorney fees, for which they may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations resulting from or arising out of directly or indirectly, the performance of this Agreement by the Contractor, their employees, agents or subcontractors.

3. WORK COMPLETION, SUSPENSION & RESUMPTION STIPULATIONS

A. COMPLETION

The Contractor will be required to begin work within ten (10) days of Notice to Proceed and is to complete the ~~installation~~ televising on or before the completion date specified in the Special Provisions or the Proposal Form for the project.

B. SUSPENSION AND RESUMPTION OF WORK

The Engineer shall have the authority to suspend the Contractor's operations wholly or in part, for such period or periods of time as may deem necessary because of unsuitable weather or other conditions that the Engineer considers unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all of the provisions of the contract. Such "Suspension of Work Order" shall be in writing, and shall state the reason for such suspension, the effective date and time, and the

operation suspended. All work done by the Contractor contrary to such "Suspension of Work Order" shall be considered as unauthorized work and as having been done at the expense of the Contractor.

4. MEASUREMENT AND PAYMENTS

A. MEASUREMENT OF QUANTITIES

Work completed in an acceptable form as determined by the Engineer shall be measured by the units specified in the Proposal Form or otherwise described in the Special Provisions.

B. PAYMENT

Payment at the unit price provided in the Proposal Form shall be full compensation for all labor, materials, coordination and equipment necessary to furnish ~~and install~~ the item, unless otherwise specified in the Special Provisions. Final payment shall not act as a waiver of the right of the Owner to require fulfillment of all terms of the Contract.

5. CONTROL OF WORK AND MATERIALS

A. HOURS OF OPERATION

1. No ~~construction~~ equipment shall be operated between 7:00 P.M. and 7:00 A.M. weekdays unless specifically authorized by the Engineer.
2. No work shall be done on Saturdays or Sundays unless special approval is granted by the Engineer. If authorized, working hours on weekends are 9:00 A.M. to 9:00 P.M.
3. The Contractor shall notify the Owner in advance of all times when staff are to work on ~~the construction~~ site.
4. Should work by the Owner or other special conditions require temporary suspension of the Contractor's activities, the Contractor shall comply and reschedule the work at no additional cost to the Owner.

B. OWNER REPRESENTATIVE'S STATUS AND DECISIONS

In carrying out any of the provisions of the contract, or in exercising any power or authority granted to the Contractor thereby, there shall be no personal liability upon the contracting officer or the authorized representatives, it being understood that in such matter they act as agents and representatives of the Owner.

The Engineer shall have general supervision and direction of the work. The Engineer has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The Engineer shall also have the right, as the work progresses, to alter the plans or specified coordination of two or more concurrent contractors subject to the limits specified herein.

~~C. CONTROL OF MATERIALS~~

~~All materials furnished by the Contractor shall meet the requirements of these specifications.~~

- ~~1. INSPECTION AND ACCEPTANCE OF MATERIALS: Final inspection and acceptance of material will be made only at the site of the work. The Owner reserves the right to sample;~~

~~inspect, and test materials throughout the duration of the work, and to reject any materials that are found to be unsatisfactory at the time of use.~~

~~2 DEFECTIVE MATERIAL: All materials that do not conform to the requirements of these specifications shall be considered defective and will not be approved. All defective material must be removed from the construction area. Any portion of the work in which any defective material may have been used shall be considered as defective work.~~

~~3 DEFECTIVE WORK: All work and materials that do not conform to the requirements of the contract shall be considered as defective and will not be approved. When so ordered by the Engineer in writing, all defective work shall be remedied or repaired, or, if necessary, removed and replaced in an acceptable manner by the Contractor.~~

~~If the Contractor fails or refuses to remedy or repair any defective work or materials or to remove and replace such work or materials, within the period specified in such written order, the Owner shall have the right, at its option:~~

- ~~a) To take over and use such defective work by payment to the Contractor of an amount equal to the reasonable value of such work; or~~
- ~~b) to cause such defective work to be remedied or repaired, or removed and replaced, and deduct the cost thereof from any monies due or that may become due the Contractor or require reimbursement therefore from the surety of the contract bond.~~

~~When such defective work has been remedied or repaired, or removed and replaced by the Contractor, the Contractor will be credited with an amount equal to the value of the completed work based on the contract price or price therefore. If the Contractor continues to perform defective work, the City may declare the Contractor in default.~~

~~— D. PROSECUTION OF WORK NEAR PUBLIC UTILITIES PROPERTIES~~

~~It shall be the Contractor's responsibility to obtain complete information of the existence and location of underground utilities that may be adjacent to the work. The Contractor shall be responsible for and shall preserve and protect all utilities that are above ground surface and below ground surface whether or not the approximate locations are shown in the plans. The Contractor shall assume full responsibility for reimbursing the owners thereof for any damage or injury to such utilities that may be caused by his/her operations. The Contractor shall at no time hinder or interfere with any person engaged in protecting or moving utility properties or in the operation of the utility.~~

~~The Contractor shall give notice to the owners of all utilities at least 48 hours before starting any construction operations that will affect such properties. If, during the course of the Contractor's operations, he/she discovers utility properties, the existence of which was not known, the Contractor shall immediately notify the owner thereof and the Engineer.~~

~~E. PROTECTION OF THE PUBLIC, THE WORK AND PROPERTY~~

~~The Contractor shall operate in a safe and non-hazardous fashion, maintaining full compliance with OSHA standards and good work standards, complying with all the Federal, State and Municipal laws.~~

The Contractor shall continuously maintain adequate protection of all work from damage, and take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this project. The Contractor shall make good any damage, injury or loss to his work or to the property of the Owner that results from lack of reasonable protective precautions, except such as may be caused by agents or employees of the Owner. The Contractor shall make adequate provisions to protect adjacent private and public property. The Contractor shall assume, and shall be held liable for necessary equipment and personnel required to conform to these specifications. All cost related to protection of the public, the work and property shall be borne by the Contractor.

The Contractor shall erect and maintain all signs and barricades required to conform with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) prior to commencing any work within public streets, sidewalks, easements or right-of-way. The Contractor shall be responsible for installing adequate traffic control and safety devices to protect the public, including pedestrians and vehicular traffic. The Engineer shall have the authority to stop any work until the Contractor brings signing and barricades into conformance with MMUTCD. If the Contractor fails to act in a timely fashion to bring signing and barricades into conformance with MMUTCD or if emergency conditions require immediate action, the Engineer can install proper signing and barricades and charge the cost of such work to the Contractor.

F. PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any propose without obtaining permission. The Contractor shall notify, in writing, the owners of all corporate or private property that will be interfered with by the operations, advising them of the nature of the interference, and arranging with them for the protection of such property. The Contractor shall furnish the Engineer, upon request, with copies of all such notifications and final agreements.

~~The Contractor shall protect and carefully preserve all property monuments until the Owner, or an authorized surveyor or agent, has witnessed or otherwise referenced their location or relocation.~~

The Contractor shall be responsible for any damage occasioned by or resulting from the operations, ~~work or materials~~ to property of any kind outside the construction work area, or within the construction work area and below the ground surface if such property is shown in the plans, or its existence is indicated in the Special Provisions. The Contractor shall also be responsible for any damage, occasioned by or resulting from the operations, to property of any kind within the construction televising area ~~and below ground surface, the existence of which is not shown in the Plans or indicated in the Special Provisions, provided the Contractor is notified of its existence before such damage is done.~~

If such property is damaged or destroyed by the Contractor's operations, ~~work, or materials~~, the Contractor shall, at the Contractor's own expense, restore such property to a condition equal to or better than that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or shall otherwise make good such damage or destruction in an acceptable manner.

G. WARRANTY/GUARANTEE

~~Any defective materials, workmanship or equipment shall be corrected by the Contractor, at no cost to the Owner, for a period of two years after date of acceptance of the project. If, in the~~

~~opinion of the Engineer, it is not expedient to correct injured work, or work not done in accordance with the contract, the Owner may deduct the difference in value between the work involved and that called for by the contract, together with fair allowance for damages, the amount of which shall be determined by the Engineer.~~

~~The Contractor shall be responsible for any and all defects that may develop in any part of the entire installation furnished by the Contractor and upon receipt of written notice from the Engineer, shall immediately replace and make good without expense to the Owner such faulty part or parts, including damage resulting from same, during a period of two (2) years from the date of final acceptance of the installation, except when specific warranty and guarantee for work and materials for another length of time is elsewhere specified.~~

~~The acceptance of the installation, or any part of it, shall not act to waive the liability on the part of the Contractor and the Contractors surety.~~

~~H. REMOVAL AND DISPOSAL~~

~~Items removed by the Contractor shall be disposed of outside of the City of Shakopee and in compliance with all Federal, State, and Local regulations, laws, codes and requirements. Removal items shall become the property of the Contractor unless specifically identified for salvage in the Special Provisions.~~

~~I. SUBCONTRACTOR~~

~~The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of the contract. Nothing contained in the Contract shall create any contractual relation between the subcontractor and the city or between any subcontractors.~~

~~The Contractor shall pay any subcontractor within ten (10) days of receipt of payment from the city for undisputed services provided by the subcontractor. If the Contractor fails to pay within ten (10) days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.~~

SPECIFICATIONS

- 1) CONTRACTOR will provide two portable hard drive for all televised services along with still photos and a summary report of all significant findings for quick access to the problem areas. All reporting will be completed using certified PACP format.
- 2) CITY understands that if there is any blockage in lines requiring a reverse set-up during televising the line will have an additional footage charge for re-televising. The contractor will notify CITY of the problems as they occur.
- 3) Any root cutting can be provided on a flat hourly rate, the CONTRACTOR will notify CITY of any occurrences, prior to any cutting.
- 4) CITY to provide sewer maps and manhole numbering system, pipe ID and to locate and expose all manholes.
- 5) CONTRACTOR shall coordinate starting date and area to be televised with CITY staff to ensure prior cleaning is complete.