



City of Lakeville
Positioned to Thrive

CITY OF LAKEVILLE
PUBLIC WORKS DEPARTMENT

REQUEST FOR BIDS

2022

WATER TREATMENT CHEMICALS

BIDS DUE AND PUBLICLY OPENED: 11:30 a.m., MONDAY, DECEMBER 13, 2021
LAKEVILLE CITY HALL-LEE LAKE ROOM
20195 HOLYOKE AVENUE
LAKEVILLE, MINNESOTA 55044
CONTRACT AWARD DATE: DECEMBER 20, 2021



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City of Lakeville
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REQUEST FOR BIDS ADVERTISEMENT WATER TREATMENT CHEMICALS

The City of Lakeville Public Works Department is soliciting bids for chemicals used in its water treatment process.

Each Supplier may submit one original bid which should be delivered in a sealed envelope as follows:

Water Treatment Chemicals
City of Lakeville Public Works Department
20195 Holyoke Avenue
Lakeville, MN 55044
Attention: Steve Grossman, Utilities Supervisor

Suppliers desiring a copy of the specifications and bid forms may obtain them electronically at <https://www.lakevillemn.gov/> , by selecting "Doing Business" and "Bid Requests" or at this link: <https://www.lakevillemn.gov/611/Bid-Requests> or by contacting Steve Grossman, Utilities Supervisor at 18400 Ipava Avenue, Lakeville, Minnesota 55044. Contact information: 952-985-2742 or sgrossman@lakevillemn.gov

All bids must be delivered by 11:30 a.m., Monday, December 13th, 2021 at which time bids will be opened and read publicly. The location for opening of bids is Lakeville City Hall Lee Lake Conference Room- 20195 Holyoke Ave Lakeville, MN 55044. Requests for extension of time to submit will not be granted. Late bids will be rejected. Requests to modify or withdraw a bid after it has been opened will not be considered.

It is the sole responsibility of the Supplier to ensure that the bid arrives on time and bears the handwritten or electronic signature of an official duly authorized to sign the bid. The name, address, email address and telephone number of the person to contact must be clearly identified. All preparation costs are the responsibility of the Supplier.

The City Council reserves the right to reject any and all bids and to waive minor irregularities and informalities therein and further reserves the right to award the contract in the best interest of the City.



1.0 INSTRUCTIONS TO SUPPLIERS

1.1 INTRODUCTION TO PROJECT

The City of Lakeville Public Works Department provides water service to over 22,000 residential, commercial, institutional, and industrial accounts, pumping an average of six million gallons per day to support these needs. The City purchases water treatment chemicals throughout the year to support iron and manganese removal, disinfection of ground water, and the needs of the distribution system.

1.2 REQUEST FOR BIDS

Sealed bids will be received until 11:30 a.m., Monday, December 13, 2021 at City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044 for the purchase and delivery of water treatment chemicals.

1.3 EXTENT OF WORK

Suppliers shall furnish the material, as specified and in the manner specified, at the contract price as presented in the Bid Form between January 1, 2022 and December 31, 2022, except as modified in the specifications. Failure to furnish material at the time and in the manner specified is reason to invalidate the contract and damages may be received if it becomes necessary to purchase the required materials outside the contract. All quantities are estimated and are to be used primarily as a means of arriving at bid totals. The City may, at its discretion, purchase up to 120 percent of the estimated quantities during the contract period at the contract price, with no adjustments or claims allowed.

1.4 SUBMISSION OF BIDS

The envelope containing the bids shall be addressed as specified in these instructions. All bids shall be submitted on the Bid Form attached and made part of these specifications.

1.5 PROCEDURES AND CONTRACT REQUIREMENTS

A. FORMAT OF BIDS

Vendors must respond to this Request for Bids on the form contained in this document titled "Bid Form: 2022 Water Treatment Chemicals."

B. BID REQUIREMENTS

- 1) Each bid must be accompanied by a bid bond in an amount equal to at least five (5) percent of the total net bid, a signed non-collusion affidavit



and a certificate of insurance that complies with the insurance requirements in these specifications.

- 2) Suppliers may quote any one or more of the chemicals specified.

C. CONSIDERATION OF BIDS

- 1) The City reserves the right to accept or reject any or all bids or any part of any bid, to waive minor defects or technicalities, or to request new bids, as it may deem best for its interest.
- 2) In case of difference between written words and figures in a bid, the amount stated in written words shall govern.
- 3) In case of unit price difference from an extended figure, the unit price shall govern.
- 4) Alterations or erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. The corrections must be initialed in ink by each person signing the Bid Form.
- 5) Changes to the bid may be cause for rejection of said bid.
- 6) All bids must comply with and not deviate from the provisions of the specifications and/or contract documents, if any.
- 7) If any questions or interpretations, discrepancies, omissions or conflicts occur during the examination of contract documents, the Supplier shall submit a request for interpretation not less than seven (7) working days prior to the due date for bids. Any interpretation or changes of the documents will be made only by addendum. The City will not be responsible for any oral instructions or interpretations.
- 8) Revisions or interpretations made by the City shall be by addendum issued before the date set for receipt of bids. Addenda will be emailed to all suppliers solicited by the City. Revisions or interpretation made by the City shall be by addendum issued before the date set for receipt of bids. Addenda shall be available at <https://www.lakevillemn.gov/611/Bid-Requests>.
- 9) The bid forms shall be in ink or typed. Prices submitted on the bid form by the supplier for a particular City department shall be construed as prices submitted for all City departments using like terms.



D. TIME FOR RECEIVING BIDS

- 1) Bids received before the date due will be securely kept unopened. Bids received after the time set for receiving will be returned to the supplier unopened. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.
- 2) Suppliers are cautioned that telegraphic and faxed modifications of bids are prohibited.

E. WITHDRAWAL/MODIFICATION OF BIDS

- 1) Delivered bids may be withdrawn by written request dispatched by the supplier and received in the normal course of business prior to the time fixed for receipt of bids.
- 2) Delivered bids may be modified by written request dispatched by the supplier in time for delivery in the normal course of business prior to the time fixed for opening provided it is received prior to the time fixed for receipt of bids.
- 3) Any written request for withdrawal or modification must be signed in the same manner by the same person who signed the bid.
- 4) All bids once opened shall be held firm until the award has been made. No bids may be withdrawn for a period of ninety (90) days from the official opening thereof.

F. BID GUARANTEE

Bids must be accompanied by a Bid Guarantee which will not be less than five (5) percent of the amount of the bid in the form of a bid bond secured by a corporation authorized to contract as a surety in the State of Minnesota. The Bid Guarantee shall insure the execution of the Contract. No bid will be considered unless it is so guaranteed. Revised bids, if representing an increase of the original bid, must have the bid guarantee adjusted accordingly, and the envelope containing the adjusted guarantee must be postmarked prior to the time set for receipt of the bids; otherwise the revision of the bid will not be considered and the original bid shall remain in force.



G. PERFORMANCE AND PAYMENT BONDS

Performance and payment bonds are not required.

H. EXCISE AND SALES TAXES

Under Minnesota Statute 297A.70, Subd 2, municipal governments are not subject to Minnesota sales and use taxes for items purchased under this contract. An ST-3, Minnesota Revenue Certificate of Exemption, will be included with the executed contract.

I. COLLUSION

Collusion between suppliers is cause for rejection of all bids of suppliers thus involved.

J. JOINT BIDS/PRIME CONTRACTOR

Joint bids submitted by more than one supplier must designate one supplier as the prime contractor. All other suppliers will be considered subcontractors to the prime contractor. The City will consider the prime contractor to be the sole point of contact with regard to contract matters, placing of calls for service and tendering payments. The prime contractor is totally responsible for adherence by the subcontractors to all provisions of the document.

K. INSURANCE

Prior to the start of the project, Supplier shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Supplier shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has taken delivery on the last order from the prescribed contract period, such insurance as shall protect Supplier and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Supplier or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:



Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

The Supplier's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance.**

Supplier's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Supplier's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.



L. INCORPORATION INTO CONTRACT

The City reserves the right to incorporate this Request for Bids and the Supplier's response (or portions of either) into subsequent contract by reference or otherwise.

M. LEGAL RIGHTS OF MATERIAL

The successful Supplier(s) hereby guarantees that they will have full legal right of material delivered under this agreement, and agree(s) to pay all rents and royalties of every description on any and all patents or patent rights covering said material, or covering any process or machinery used in its construction and agree(s) to indemnify and hold the City entirely harmless from any and all claims, demands, damages, actions, or causes of action, arising, or to arise against said City by reason of the construction or delivery of said material or the use of any process, machinery or material in the construction of same.

N. CONTRACT AND TERM

The term of the contract shall be for the period January 1, 2022 to December 31, 2022.

1.6 BID AND AWARD

The Supplier may quote chemical prices per pound for any or all of the chemicals listed on the bid form.

Contracts may be awarded individually for any chemical listed on the bid form or listed chemicals may be combined into a single contract for a single supplier.

The City retains the right to select individual water treatment chemicals from the bids received and award individual contracts based on unit pricing and compliance with specifications.

In making the award, the City will select the responsible, qualified Supplier whose compliance with the specifications, experience, and costs will provide the greatest efficiency to the City. Evaluation will be based on chemical cost, compliance with the technical requirements, and quantities set forth in the specifications.

The Supplier shall be required to furnish the chemicals specified herein at the unit price quoted in their bid.

1.7 CANCELLATION AND TERMINATION

The City reserves the right to terminate Supplier at will immediately without cause at any time within the term of this Contract. In the event of such termination, the City shall provide Supplier written notice of termination and



City of Lakeville
Positioned to Thrive

upon receipt of same, Supplier shall immediately cease and desist Supplier's provision of services under this Contract and City shall have no further obligation under this Contract to pay any further compensation to Supplier except for compensation due and owing for services prior to Supplier's receipt of the written notice of termination.



2.0 TECHNICAL SPECIFICATIONS

2.1 GENERAL

Yearly estimated quantities are reflected in the bid form quantities. Any or all of the estimated quantities may be utilized. Where materials specifications refer to American Water Works Association (AWWA) Standards, it shall be the American Water Works Association current standards, as specified.

2.2 MATERIALS

A. Hydrofluorosilicic Acid (23 – 25%)

Hydrofluorosilicic Acid shall meet the requirements of AWWA Standard B703-11. Acid must be processed water white, must not cause staining of tanks or tubing, and must be free of any particles. Acid shall be delivered by bulk shipments to the City of Lakeville Water Treatment Facility, 18400 Ipava Avenue, Lakeville, Minnesota by a truck designed to safely handle and unload at our facility. Delivery time after electronic or verbal request shall be four (4) working days.

B. Liquid Chlorine

Liquid chlorine shall meet the requirements of AWWA Standard B301-10. The material shall be delivered in one-ton cylinders to the City of Lakeville Water Treatment Facility, 18400 Ipava Avenue, Lakeville, Minnesota by trucks designed to safely handle and unload at our facility. Cylinder valves shall be checked before shipment to ensure that they are not excessively tight. Valves shall be of the type designed to properly fit a standard chlorine yoke assembly. Delivery time after an electronic or verbal request shall be four (4) working days.

C. Potassium Orthophosphate

Potassium Orthophosphate is a blended orthophosphate used to control oxidization in municipal water distribution systems. When added to the supply water it forms a stable, evenly distributed protective film on distribution piping. Chemical must be certified acceptable by the Environmental Protection Agency for treating drinking water supplies. Chemical shall be delivered by bulk shipments to the City of Lakeville Water Treatment Facility, 18400 Ipava Avenue, Lakeville, Minnesota by truck designed to safely handle and unload at the facility. Product shall be LPC-DP or approved equal. Delivery time after electronic or verbal request shall be four (4) working days.



2.3 AFFIDAVIT OF COMPLIANCE AND CERTIFIED ANALYSIS

All water chemical Suppliers shall furnish an affidavit that materials furnished meet all applicable requirements of the AWWA standard, and supply certified analyses that materials furnished meet the standard's requirements.

The City reserves the right to further test, it deemed necessary. Said tests shall be at the Suppliers' expense.

2.4 SAFETY DATA SHEETS

Each successful Supplier shall provide Safety Data Sheets (SDS) for each chemical prior to the first delivery of each chemical.

2.5 REQUESTS FOR APPROVAL OF CHEMICAL SUBSTITUTION

For products specified by name and accompanied by the term "or approved equal", substitution requests must be submitted at least 5 days prior to the bid date. Requests should be accompanied by sufficient documentation to enable the City to make an accurate decision on the impact of the substitution on the treatment process. Chemical substitutions may only be made with the approval of the City.

Substitutions will not be allowed with the bid packages or after the contract is awarded.

2.6 DELIVERY OF CHEMICALS

Cost of delivery to the location of said materials and supplies is included in said prices and delivery shall be made only as called for on duly signed Purchase Orders or Releases referring to the contract and issued by the City. It is understood that the City shall be under no obligation for payment for any supplies or material except on the basis of said Orders or Releases duly signed and issued. In addition, the successful Supplier(s) shall not be held responsible for damages caused by delay or failure to perform or defaults caused by public carriers or acts or demands of the Government in time of war or national emergency. Deliveries shall be made inside where applicable and when so directed, Monday through Friday between 7:30 a.m. and 2:45p.m. Deliveries shall not be made or accepted outside these hours or on any legal observed holiday.

Deliveries of chemical shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill cleanup procedures. **ALL SPILLS AND LEAKAGE, REGARDLESS OF SIZE, SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY THE SUPPLIER'S PERSONNEL AT THE SUPPLIER'S EXPENSE.**



All chemicals that are delivered in bulk shall be sealed by the vendor with a tamper proof, verifiable seal before shipment. That seal shall be opened only by City staff at the delivery location. Evidence that the seal has been broken or tampered with can result in refusal of the shipment.

All drivers delivering chemicals shall have received certified training, including chemical safety and handling videos on the specified chemicals.

Proper labeling including warnings shall be required on all trucks.

Safety loading and unloading checklists shall be used and signed before chemical is delivered.

City personnel may complete a full inspection of the delivery vehicle at the City's discretion before the vehicle is allowed to enter secure areas at the Water Treatment Facility.

2.7 DEMURRAGE AND DETENTION

The Supplier shall be responsible for any demurrage and/or detention charges for containers arising from delivery of chemical.

2.8 TRAINING

The Supplier shall provide annual training to City personnel on the hazards and the safe handling of chemicals they supply under this contract. Training shall meet the requirements of the Minnesota Employee Right-to-Know Act and OSHA Hazard Communications Standards. Training shall consist of lecture, demonstration, and videos, if available. The Supplier shall also instruct City personnel in the proper procedure for changing chlorine cylinders and detecting leaks. Instruction is to take place at the City of Lakeville Water Treatment Facility, using City chemical equipment, and will be scheduled by the Utilities Supervisor and Supplier Sales Representative.

2.9 EMERGENCY CONTACTS

The Supplier shall provide the City with a list of emergency contact numbers enabling the City to gain access to a representative 24 hours/day, 7 days/week. The Supplier shall have trained personnel available to respond to chemical emergency situations.

2.10 BASIS & METHOD OF PAYMENT

For the chemical deliveries, the Supplier shall submit invoices to the City for review and approval by the end of every month to be paid within 30 days of approval.



**BID FORM
2022 WATER TREATMENT CHEMICALS**

The undersigned declares that he/she has fully examined the Specification and other Contract Documents as prepared by the Public Works Department on file in the office of the Public Works Director, all of which are fully understood and hereby agreed to. This is a per quantity bid for each of the chemicals listed below. The undersigned further understands that if the bid price is accepted, he/she is to furnish the materials as specified previously and at the unit price proposed from January 1, 2022 to December 31, 2022.

<u>CHEMICAL</u>	<u>APPROXIMATE QUANTITIES</u> (Per Year)	<u>COST</u> (Per Pound)	<u>TOTAL COST</u>
Hydrofluorosilicic Acid	62,000 lbs.	_____ /lb.	\$ _____
Chlorine – One-ton cylinders	105,000 lbs.	_____ /lb.	\$ _____
Potassium Orthophosphate	255,000 lbs.	_____ /lb.	\$ _____
		Total Bid	\$ _____

FIRM

ADDRESS

CITY/STATE/ZIP

TELEPHONE NUMBER

STATE OF INCORPORATION

EMAIL ADDRESS

AUTHORIZED SIGNATURE

TYPED/PRINTED NAME AND TITLE

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under the penalty for perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Firm Name _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Public

My commission expires: _____, 20_____.

Bidder's E.I. Number:

(Number used on employer's quarterly federal tax return, U.S. Treasury Department Form 941):

Fair Trade Items:

List below each item upon which a bid is made, the price of which is affected by a resale price maintenance or "fair trade" contract between the bidder and the person or firm supplying the item to the bidder. (Use reverse side if necessary.) _____

**CONTRACT FOR SERVICES
BETWEEN CITY OF LAKEVILLE AND (SUPPLIER)
FOR
WATER TREATMENT CHEMICAL SUPPLY**

THIS AGREEMENT made this 20th day of December, 2021, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation, hereinafter referred to as the "City" or "Owner", and _____, a _____, hereinafter referred to as the "Supplier". Owner and Supplier, in consideration of the mutual covenants set forth herein, agree as follows:

1. SCOPE OF SERVICES. The scope of services is detailed in the Contract Documents but generally consist of supplying bulk Potassium Orthophosphate, Liquid Chlorine, and/or Hydrofluorosilicic Acid to: 18400 Ipava Ave Lakeville, MN 55044. The Supplier agrees to perform the services as detailed in the Contract Documents.

2. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This document entitled "Contract for Services".**
- B. Instructions to Suppliers**
- C. Technical Specifications**
- D. Supplier's Completed Bid Form**

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "D" having the last priority.

3. OBLIGATIONS OF THE SUPPLIER. The Supplier agrees that the work contemplated by the Contract shall be fully and satisfactorily completed in accordance with the terms of the Contract Documents.

4. CONTRACT PRICE. The City shall pay Supplier _____ and ___/100ths Dollars (\$___) per pound of Liquid Chlorine, _____ (\$___) per pound of Hydrofluorosilicic Acid, and _____ (\$___) per pound of Potassium Orthophosphate.

5. PAYMENT.

A. The City agrees to pay and the Supplier agrees to receive and accept payment in accordance with the prices as quoted per chemical in the Supplier's Proposal, which is inclusive of sales tax, as set forth in the completed Proposal Form. Payment to

the Supplier shall be made based on pounds of bulk chemical delivered and submission and approval of an invoice.

B. Payments to Subcontractor. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Supplier must pay any subcontractor within ten (10) days of the Supplier's receipt of payment from the City for undisputed services provided by the subcontractor. The Supplier must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Supplier shall pay the actual penalty due to the subcontractor.

6. INDEMNIFICATION.

A. The Supplier shall indemnify, defend and hold harmless the City and its officials, agents, representatives, and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) with respect to: (a) Worker's Compensation benefits payable on account of injury or death to any Supplier employee or to any employee of Supplier's subcontractors, where the injury or death arises out of or is in any way related to the work performed or to be performed under the Contract; (b) claims for personal injury, death, or property damage or loss asserted by a Supplier or subcontractor or any of their officers, agents, representatives, or employees where the injury, death, damage, or loss arises out of or is in any way related to the work performed or to be performed under the Contract; and (c) claims for personal injury, death, or property damage or loss as asserted by third-parties at the work site, where the claim is based in the whole or in any part on, or is in any way related to, any act or omission by Supplier, or Supplier's subcontractors, agents, employees or delegates.

B. Supplier shall agree that the indemnities stated above shall be construed and applied in favor of indemnification. To the extent permitted by law, the stated indemnities shall apply regardless of any strict liability or negligence attributable to the City and regardless of the extent to which the underlying harm is attributable to the negligence or otherwise wrongful act or omission (including breach of contract) of Supplier, its subcontractors, agents, employees or delegates. Supplier also agrees that if applicable law limits or precludes any aspect of the stated indemnities, then the indemnities will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnities continue until all applicable statutes of limitations have run.

C. If a claim arises within the scope of the stated indemnity, the City may require Supplier to furnish a written acceptance of tender of defense and indemnity from

Supplier's insurance company. Supplier will take the action required by City within fifteen (15) days of receiving notice from City.

7. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the City or the Supplier shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8. INSURANCE. Prior to the start of deliveries, Supplier shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Supplier shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Supplier and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Supplier or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

The Supplier's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance.**

Supplier's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium. An Umbrella or Excess Liability insurance policy may be used to supplement Supplier's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

9. TERM. The term of this Contract shall begin on January 1, 2022 and end on December 31, 2022, both dates inclusive, unless sooner terminated as hereinafter provided.

10. SUPPLIES, EQUIPMENT, AND INCIDENTALS. The City and Supplier agree that the Supplier shall furnish any and all supplies, equipment, and incidentals necessary for Supplier's performance of this Contract.

11. SUPERVISION OF SUPPLIER. The City's designated supervisor will be the Utilities Superintendent. The Utilities Superintendent, acting on the City's behalf, shall be responsible for providing communication and direction as to the provision of services by the Supplier under this Contract. The Supplier will contact the City of Lakeville by e-mail as to the supply dates and times they will perform work. Utilities Superintendent's mailing address is: 20195 Holyoke Avenue, Lakeville, MN 55044; telephone numbers are: (W) 952-985-2741; (C) 952-367-7334 squade@lakevillemn.gov.

12. TERMINATION WITHOUT CAUSE BY CITY. The City reserves the right to terminate Supplier at will immediately without cause at any time within the term of this Contract. In the event of such termination, the City shall provide Supplier written notice of termination and upon receipt of same, Supplier shall immediately cease and desist Supplier's provision of services under this Contract and City shall have no further obligation under this Contract to pay any further compensation to Supplier except for compensation due and owing for services prior to Supplier's receipt of the written notice of termination.

13. INDEPENDENT CONTRACTOR. City and Supplier agree that Supplier, while engaged in carrying out and complying with the terms and conditions of this Contract and the provision of services thereunder, shall be considered at all times an independent contractor and not an officer, employee, or agent of the City. City and Supplier further agree that Supplier shall not at any time or in any manner represent that Supplier or any of the Supplier's agents or employees are in any manner agents or employees of the City. City and Supplier further agree that Supplier shall be exclusively responsible under this Contract for Supplier's own FICA payment, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes or other taxes if any such payments, amounts, or taxes are required to be paid by law or regulations.

14. WRITTEN NOTICE OR OTHER CORRESPONDENCE. Any written notice or other correspondence to be provided by or between the City and the Supplier in accordance with this Contract shall be hand delivered or mailed by registered or certified mail to the following address:

CITY: City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
Attn: Steve Grossman

SUPPLIER: _____

Attn: _____

15. NO ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

16. INVALIDITY OF PROVISIONS. If any term or provision of this Contract or any application hereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effected hereby and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

17. WARRANTY. The Supplier shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications. No warranty bond shall be required.

18. DISCRIMINATION. Supplier agrees to comply with Minnesota Statute 181.59 that states:

Subsection A. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, material Supplier or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

Subsection B. That no material Supplier or Contractor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or

persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent the person or persons from the performance of work under any contract on account of race, creed, or color;

Subsection C. That a violation of this section is a misdemeanor; and

Subsection D. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

19. WORK HOURS. Deliveries shall be Monday through Friday between 7:30 a.m. and 2:45 p.m. daily. No deliveries will be accepted on Saturdays, Sundays, and Holidays.

20. MISCELLANEOUS.

A. Owner and Supplier each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

B. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Supplier, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

C. Data Practices/Records.

(1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

(2) All books, records, documents and accounting procedures and practices to the Supplier, relative to this Contract are subject to examination by the City.

D. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

E. Patented devices, materials and processes. If the Contract requires, or the Supplier desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Supplier shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Supplier shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

F. In providing services hereunder, Supplier shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

G. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

H. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

I. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

J. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

K. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and

supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.

21. BACKGROUND CHECKS. The City must receive from the Supplier and each Supplier's employee written authorization permitting the City of Lakeville Police Department to perform a criminal history background check and further authorize the Police Department to release the information obtained to the Lakeville City Council, City Administrator and other appropriate employees. The City reserves the right to deny access to City facilities to those Suppliers or Supplier's employees that it deems inappropriate.

CITY OF LAKEVILLE

BY: _____
Douglas P. Anderson, Mayor

AND _____
Charlene Friedges, City Clerk

SUPPLIER:

BY: _____

(Print Name)

Its: _____