

Contract Civil & Structural Engineering Services

The Standard Agreement Form

City Contract No. _____

City Department **CPED**

Contractor Social Security Number
Or
Contractor Federal Identification Number **41-1251208**

I. OPENING PARAGRAPH

THIS AGREEMENT is made between the City of Minneapolis, Minnesota, a home rule charter city, referred to as the City and **Short Elliott Hendrickson, Inc.**, referred to as the Contractor, for **Civil & Structural Engineering Professional** services.

II. SCOPE OF AGREEMENT

Contractor agrees to perform the following services for the City:

Civil & Structural Engineering Professional Consulting Services, and associated documentation of work for property within the City by a Minnesota Licensed Professional.

III. COMPENSATION

Contractor shall be compensated at rate of \$ **See attachment, Exhibit B.**

The total compensation under this Agreement shall not exceed **\$50,000.00**. Contractor shall submit itemized invoices for services rendered.

IV. EXPENSE REIMBURSEMENT

Reimbursable expenses shall be paid upon submission of itemized invoice to the person signing this Agreement. The City agrees to pay for reimbursable expenses, if reasonably and necessarily incurred. The parties agree that in no event shall the total amount for reimbursable expenses exceed **\$15,000.00**. This sum is not included in the compensation set out in Paragraph III, Compensation.

V. EFFECTIVE DATE AND TERMINATION DATE

This Agreement shall be in full force and effect from **March 1, 2004** through **February 28, 2005** unless otherwise extended by the City or terminated earlier under Paragraph XVI, Cancellation, Default and Remedies.

VI. SUBSTITUTIONS AND ASSIGNMENTS

Services by the Contractor will be performed by the following person(s):

Staff as assigned by Contractor.

Upon approval by the City, the Contractor may substitute other persons to perform the services. If substitution is permitted by the City, the Contractor shall furnish information to the person signing this Agreement to allow proper review of the qualifications of the substituted person. No assignment of this Agreement shall be permitted without the written amendment signed by the City and the Contractor.

VII. CONTRACT ADMINISTRATION

All provisions of this Agreement shall be coordinated and administered by the person identified in Paragraph XVII.

VIII. AMENDMENTS

No amendments may be made to this Agreement after signing by the parties, except for extensions of time, increases in compensation or increases or reduction of the services to be performed so long as the limit of \$50,000 is not exceeded. If that amount is to exceed \$50,000, the amendment must be approved by the Mayor and City Council by formal Council action.

IX. INDEPENDENT CONTRACTOR

The Contractor and its employees shall not be an employee of the City. It is agreed that the Contractor and its employees will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its departments or agencies. The parties agree that the Contractor and its employees will not act as the agent, representative or employee of the City.

X. CONTRACTOR'S INSURANCE

If any insurance is required under this Agreement the Contractor shall maintain that insurance identified in Exhibit A which is attached and made part of this Agreement.

XI. DATA PRACTICES

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries

from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

XII. COMPLIANCE WITH THE LAW

Contractor agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), the Minneapolis Civil Rights Ordinance (Ch. 19), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event of questions from Contractor concerning these requirements, the City agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Agreement.

XIII. AUDITS

The Contractor agrees that the City, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement.

XIV. APPLICABLE LAW

The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise under this Agreement will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

XV. CONFLICT AND PRIORITY

In the event that a material conflict is found between provisions in this Agreement, the Contractor's Proposal, if any, or the City's Request for Proposals, if any, the provisions in the following rank order shall take precedence: 1) Agreement; 2) Proposal; and last 3) Request for Proposals.

XVI. CANCELLATION, DEFAULT AND REMEDIES

Either party to this Agreement may cancel this Agreement upon thirty (30) days written notice, except that if the Contractor fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the City has the right to terminate this Agreement, if the Contractor has not cured the default after receiving seven (7) days written notice of the default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided here shall not limit the City, in case of any default, error or omission, by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Agreement shall be construed as a waiver of any right, remedy, liability limit or immunity of the City under law.

XVII. NOTICES

Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the Contractor:

**Short Elliot Hendrickson, Inc.
Butler Square Building, Suite 710C
Minneapolis, MN 55403-1505
Attention: David Halter
Phone: 612-758-6821 Fax: 612-758-6701**

To the City:

**Robert Lind, Department Head
CPED
Manager, Business Finance**

Steven Maki, Phone: 612-673-5033, Contract Manager

XVIII. BILLBOARD ADVERTISING

Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

XIX. CONFLICT OF INTEREST/CODE OF ETHICS

Contractor agrees to be bound by the City's Code Of Ethics, Minneapolis Code Of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code Of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

XX. The parties being in Agreement, have caused this Agreement to be signed as follows:

FOR THE CONTRACTOR:

FOR THE CITY:

By _____

By _____

Its _____

Its **Manager Business Finance**

By _____

Its _____

STATE OF _____)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on _____
(Date)

by _____ as _____ and
(Printed Name) (Title)

_____ as _____
(Printed Name) (Title)

of _____.
(Corporation Name, if corporation)

Notary Public

Exhibit A-Non-Grant Funded Standard Agreement Insurance (Please fill in a-d)

The following are the insurance requirements for the Contractor. Contractor shall check one box under each insurance area and sign at the bottom.

- a) 1. Worker's Compensation insurance that meets the statutory obligations.

Attached is certificate evidencing above insurance coverage in force as of the Agreement start date.

MN Statute Chapter 176 does not apply because Contractor has no employees and will not have any during the life of the Agreement.

2. Workers Compensation insurance for non-employees providing services under this contract (i.e., subcontractors).

Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Agreement start date (either umbrella coverage by Contractor or separate coverage by non-employees).

Non-employees such as subcontractors will not provide any services under this contract.

- b) Commercial General Liability insurance. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

Attached is certificate evidencing above insurance coverage in force as of the Agreement start date.

Contractor assumes full responsibility for any and all damages that occur as a result of this Agreement.

- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.

Attached is certificate evidencing above insurance coverage in force as of the Agreement start date.

Contractor's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Agreement.

Contractor will not drive any automobiles while performing services under this Agreement.

- d) Professional Liability Insurance providing coverage for the claims that arise from the errors of Contractor or its consultants, omissions of Contractor or its consultants, failure to render a professional service by Contractor or its consultants, or the negligent rendering of the professional service by Contractor or its consultants. The insurance policy must provide the protection stated for two years after completion of work.

Attached is certificate evidencing above insurance coverage in force as of the Agreement start date.

Contractors providing service under this Agreement who do not carry professional liability insurance agree to assume full responsibility for any and all damages that occur as a result of Contractor's acts, errors or omissions.

Contractor Name (printed) _____

Contractor Authorized Signature _____ Date _____

*****PLEASE NOTE THERE ARE MULTIPLE CHECKOFF REQUIREMENTS ABOVE (a-d)*****