


Public Works Committee Meeting
March 11, 2024
1:00 p.m.
3033 St. Croix Trail
Afton, MN 55001

Agenda

- 1. Call to Order**
- 2. Committee Business**
 - A. Review of Proposals Received for Engineering Services
 - B. River Road Sanitary Sewer Extension Project
 - C. River Road Shoulder Repair
 - D. Update on 2024 Crackfill Project
- 3. Adjournment**

 <p>Q3 Contracting</p>		Q3 Contracting, Inc. 3066 Spruce Street Little Canada, MN 55117 Telephone: 651-365-7390 Fax: 651-224-2220 Quote By: Cody Sticha			
Proposal Submitted To: Lee Rossow 4416 River Rd S Afton, MN 55001		Proposal Date: 02/15/2024			
Project Location: Afton, MN		Any changes will be accompanied by a signed & approved Change Order. All payments are on a net 30 basis.			
Project Description: 2" PE Install by HDD					
Item #	Item Description	Unit/Measure	Est. Quantity	Unit Price	Total
1	2" PE Install by HDD	LS	1		\$50,367.72
*This proposal is subject to the negotiation of mutually acceptable terms and conditions.					

This Proposal Includes:

- *Labor, equipment, and pipe materials to perform the work listed in the units above.
- *Includes up to 1,067 LF of 2" DR11 IPS PE Pipe.
- *3-man flagging crew for 1 lane closure for 4 hours.

This Proposal Does Not Include:

- *Any bonding, licensing, or permits for project.
- *Installation in rock. If rock is encountered additional pricing will be applied.
- *Location or repair of any damaged private underground utilities from system installation not located through the Minnesota One Call System.
- *Soft & hard surface restoration.
- *Any clearing for adequate work space.
- *Digging of pits/excavation; by others.
- *Any connections/fusing and or fitting materials.

All work to be completed under the provisions of this proposal shall be done in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications resulting in extra costs, will be executed only upon written orders, and shall result in an extra charge over and above the estimated cost contained herein. All agreements are contingent upon strikes, accidents, and delays beyond the control of Q3 Contracting. The above prices, specifications, and terms and conditions on the front and back of this agreement are hereby accepted. Payment will be made as outlined above.

Proposal may be withdrawn by Q3 if not accepted within 15 days.

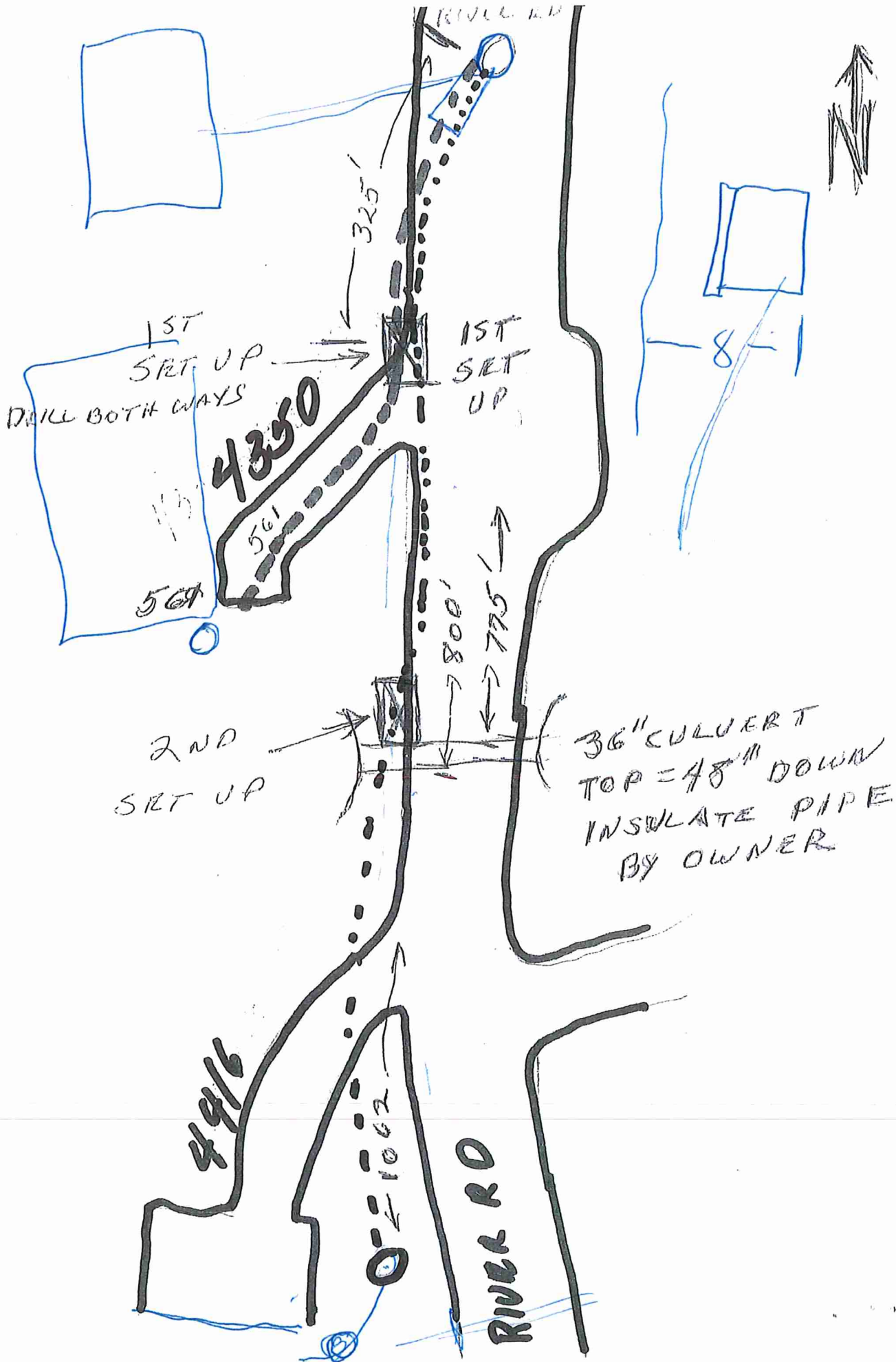
Signature: _____ Name/Title: _____ Date of Acceptance: _____

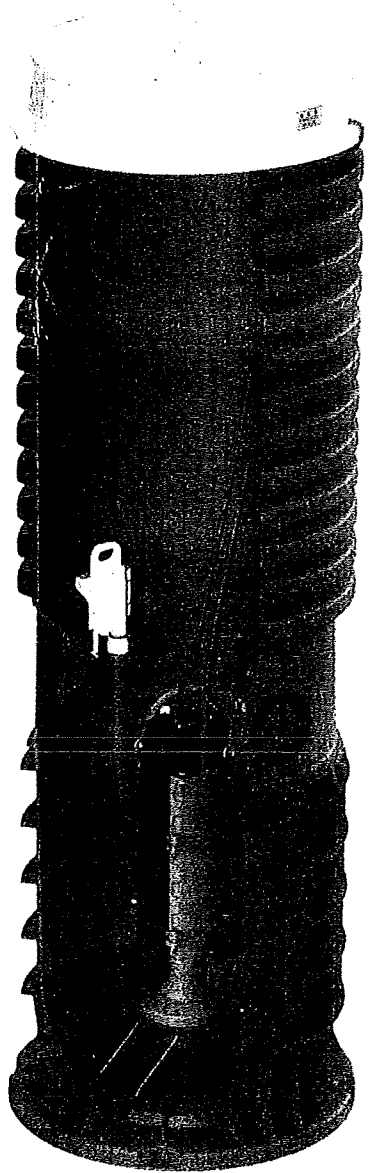
GENERAL TERMS AND CONDITIONS

1. **PAYMENT TERMS.** The Contractor agrees to pay Q3 for satisfactory performance of Q3's work a sum equal to that found on the opposite side of this document in the project total box or per unit prices listed. Said work will be paid by the Contractor net 30 days from receipt of Q3's invoice. If Contractor fails to pay Q3 when payment is due, the Contractor shall pay interest to Q3 at the rate of 1.5% per month (18% annually) beginning on the 31st day after payment is due.
2. **SCOPE OF WORK.** Q3 agrees to furnish all labor, materials, supervision, and other facilities required to do a completely integrated job in accordance with the items described on the opposite side of this document.
3. **SCHEDULE OF WORK.** Time is of the essence. Q3 shall provide Contractor with any requested scheduling information of Q3's work. A Schedule of Work shall be prepared by the Contractor and may be revised as the Work progresses. Q3 recognizes that reasonable changes may be made in the Schedule of Work and agrees to cooperate with the Contractor to accommodate these changes. Q3 shall coordinate its work with all other subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.
4. **CHANGES.** Contractor, without nullifying this Agreement, may request Q3 in writing to make changes to Q3's Work. Adjustments in the scope of work, the negotiated price and/or in contract time resulting from such changes shall be set forth in a Change Order pursuant to the Q3 Proposal.
5. **FAILURE OF PERFORMANCE.** Should Q3 fail to satisfy contractual deficiencies within ten (10) working days from the receipt of Contractor's written notice, then the Contractor shall have the right to terminate this agreement. Neither party will be liable for its failure to perform under this agreement if such failure arises out of causes beyond their control and without fault or negligences of such party.
6. **INSURANCE.** Prior to the acceptance of this contract, Q3 shall procure and maintain in force for the duration of this contract, Worker's Compensation Insurance (at statutory levels), Comprehensive Automobile Liability Insurance (not less than \$1,000,000 per occurrence) and Comprehensive General Liability Insurance (not less than \$1,000,000 per occurrence and not less than \$2,000,000 in aggregate). Contractor shall be named as additional insureds on each of these policies, except for Worker's Compensation.
7. **INDEMNIFICATION.** Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its affiliates and subcontractors of any tier, and the directors, officers, employees, agents, of each from and against any claim, demand, action, fine, penalty, liability, judgment, loss, damage, injury, cost and expense, (including reasonable attorneys' fees) resulting from (a) injury to or death of any person, or (b) damage to or loss or destruction of any real or tangible personal property, to the extent such claims are caused by the negligence or intentional misconduct of the Indemnifying Party.
8. **WARRANTY.** The Contractor warrants its work against deficiencies and defects in workmanship and agrees to satisfy same for a period of twelve (12) months from the date of work completion.
9. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** The parties waive all claims against each other for any consequential, incidental, special, exemplary, or punitive damages (including but not limited to, loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; increased expense of manufacturing, operation, borrowing or financing; loss of use, productivity or shop space; or increased cost of capital), and regardless of whether any such claim arises out of breach of contract, guarantee or warranty, tort (including negligence and professional negligence), product liability, indemnity, contribution, strict liability or any other legal theory.
10. **SAFETY.** Q3, its agents, employees, materialmen, and subcontractors will perform all work on the project in a safe and responsible manner, in particular, Q3 shall comply with all specific safety requirements promulgated by any government authority, including without limitation the requirements of the Occupational Safety and Health Act of 1970, the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the party's or agency's employees, materialmen and subcontractors, and shall directly receive, respond to, defend, and be responsible for all citations, assessments, fines or penalties.
11. **AGREEMENT TERMINATION.** If the Customer should breach any provision of this Agreement, become insolvent, cease doing business, or commit an act of bankruptcy, or if Q3 deems itself insecure, Q3, at its option and in addition to and without prejudice to any other remedies, may terminate the Agreement.
12. **NO WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, Q3 MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE WORK, AND ANY REPAIR OR REPLACEMENT THEREOF, EXCEPT AS SET FORTH IN SECTION 8, AND THE PARTIES HERBY DISCLAIM ANY IMPLIED WARRANTIES OR WARRANTIES REGARDING THE WORK, AND ANY REPAIR OR REPLACEMENT THEREOF, IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, WHICH ARE HERBY DISCLAIMED AND WHICH SHALL HAVE NO EFFECT UNDER THIS AGREEMENT. Correction of nonconformities in the manner and for the period of time provided above constitute Q3's sole and exclusive liability and Contractor's sole and exclusive remedy for defective or nonconforming Work whether claims of the Contractor are based in contract, in tort (including negligence and strict liability) or any other theory of recovery.
13. **ENFORCEMENT AND ATTORNEYS' FEES.** Q3's failure at any time to require strict performances by the Customer of any provisions hereof, shall not waive or diminish Q3's right to demand strict compliance therewith or with any other provision. Waiver of any defaults shall not waive any other default. Should it become necessary that Q3 employ an attorney to enforce any of the provisions of this Agreement, to take possession of any of the equipment, or to recover any sum of money due hereunder, Q3 shall be entitled to recover such reasonable Attorneys' fees and expenses as shall be incurred in connection therewith.
14. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Minnesota and will be considered performable in - Ramsey County, Minnesota for venue purposes. Further, the customer and Q3 stipulate that the exclusive venue for any legal proceeding involving or touching upon the Agreement or the equipment rented shall lie exclusively in - Ramsey County, Minnesota.
15. **ENTIRE AGREEMENT.** This document contains the entire and final agreement between the parties. Q3's rights hereunder are cumulative and not alternative. No representations, warranties, promises, guarantees, or agreements, oral or written, express or implied, have been made by either party thereto with respect to this Agreement, except as expressly provided herein. This Agreement may only be modified in writing, signed by the parties.
16. **ARBITRATION.** All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, may, at Q3's sole option, be decided by litigation or arbitration. If Q3 selects arbitration, it shall be conducted in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect and held in Ramsey County, Minnesota. Q3's election to arbitrate shall be a specifically enforceable agreement to arbitrate. The award rendered by the arbitrators shall be final and conclusive, and judgment may be entered upon it in accordance with the applicable law in the Court having jurisdiction thereof.
17. **COMPLIANCE WITH LAWS.** Customer agrees to comply with and conform to all laws and regulations of any government of public body having jurisdiction relating to the maintenance, use, inspection, operation, storage, erection, dismantling, servicing or transportation of Equipment. Customer agrees to assume full responsibility, and indemnify and hold harmless Q3 for any and all losses, damages, expenses, fines, forfeitures, seizures, confiscations, and penalties arising out of the violation of any such laws and regulations. In the event that any law or regulation shall require the installation of any additional Equipment or accessories, including but not limited to, safety devices, or if any modification to Equipment is required by law or regulation, Customer agrees to pay the full cost thereof, including installation expenses, and the cost of restoring equipment to its original configuration, if required by Q3.

Authorized Signer _____

Date _____





The WH101 features an open-wetwell tank design and is an ideal choice for single-family homes. Grinder pumps carry wastewater from the home to the central sewer and/or treatment system through small-diameter pipes.

Featuring the E/One Extreme grinder pump, the WH101 offers a high level of reliability and ruggedness.

This model was previously known as the GP1010 or GP 1000 Series.

Grinder Pump Station Drawings & Installation Instructions



Grinder Pumps

W-Series | WH101 Grinder Pump Station