

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN**

**TWIN PORTS TESTING II, INC.
d/b/a TWIN PORTS TESTING**

AND

CITY OF DULUTH

THIS MASTER SERVICES AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), is made by and between the CITY OF DULUTH, a municipal corporation under laws of the State of Minnesota, hereinafter referred to as "City," and TWIN PORTS TESTING II, INC. d/b/a TWIN PORTS TESTING, located at 1301 N. Third St., Superior, WI, 54880, hereinafter referred to as "Consultant," for the purpose of rendering services to the City.

WHEREAS, the City desires to utilize Consultant's geotechnical and material testing services on a non-exclusive, project by project basis to support the construction, operation, and maintenance of city systems; and

WHEREAS, Consultant has represented that it is qualified and willing to perform these services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide, upon written request of the city engineer in the form of a Statement of Work or similar documentation (each a "SOW"), geotechnical and/or material testing services including, but not limited to, laboratory tests of soils, grain size analysis, strength and compressibility testing, and construction testing and observations.

II. Fees

It is agreed between the parties that Consultant's estimated annual fee is One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), payable from various appropriate funds, departments, agencies, and objects, Project 2140. The maximum fee for the term of this Agreement shall not exceed the sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00). Fees for each service will be determined by the Consultant's current testing fee schedule, attached hereto as "Exhibit A". All invoices for services rendered shall be submitted monthly to the project manager, or his/her designee, and shall be accompanied by such documentation as the City shall reasonably expect. Upon receipt of said request and appropriate documentation, the City shall reimburse Consultant up to the amount set forth above.

III. General Terms and Conditions

1. Amendments.

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment.

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City.

3. Data and Confidentiality.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a “work made for hire” and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work (“City Property”). Consultant further agrees that to the extent the work is not a “work made for hire” Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.
- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Standard of Performance.

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period.

The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2027, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor.

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. (Public Employee Retirement Association). Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity.

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance.

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual

Liability. City of Duluth shall be named as Additional Insured by endorsement under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Upon execution of this Agreement, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.

- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

9. Notices.

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

City: City of Duluth
411 W First Street
City Hall Room # 240
Duluth MN 55802
Attn: City Engineer

Consultant: Twin Ports Testing II, Inc.
d/b/a Twin Ports Testing
1301 N. Third St.
Superior, WI 54880
Attn: Ryan Malich

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise

subjected to discrimination with regard to the work to be done pursuant to this Agreement.

- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together

shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

CITY OF DULUTH

By:

Mayor

Attest:

City Clerk

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

Assistant City Attorney

**TWIN PORTS TESTING II, INC.
d/b/a TWIN PORTS TESTING**

By:

Company Representative

Its:

Title of Representative

Date: _____

Exhibit A



Twin Ports Testing FEE SCHEDULE EFFECTIVE JANUARY 2021

<u>Professional Consulting Services</u>	<u>Unit Prices</u>		<u>Soils and Aggregates Testing Services</u>	<u>Unit Prices</u>	
Principal Engineer	\$ 191.00	hr.	Organic Content (ASTM D2974)	\$ 65.00	ea.
Senior Engineer	\$ 157.00	hr.			
Project Engineer	\$ 123.00	hr.	Unconfined Compressive Strength		
Staff Engineer	\$ 102.00	hr.	of Cohesive Soil (ASTM D2166 or AASHTO T208)		
Engineering Assistant/CAD Technician	\$ 82.00	hr.	(includes extrusion, density and moisture)	\$ 125.00	ea.
Engineering Student	\$ 75.00	hr.			
Civil Engineer Technician	\$ 85.00	hr.	Density of Soil (includes moisture content, ASTM D7263)	\$ 50.00	ea.
Project Manager	\$ 130.00	hr.			
Project Assistant	\$ 63.00	hr.	Extrusion of Shelby Tube (for visual inspection)	\$ 45.00	ea.
Survey Crew (Two-person)	\$ 191.00	hr.			
Litigation Preparation	\$ 236.00	hr.			
Court Time	\$ 315.00	hr.			
<u>Trip Charge</u>			<u>Concrete Testing Services</u>		
Trip Charge - CMT within 30-mile radius of TPT	\$ 35.00	trip	Concrete Compressive Strength	\$ 35.00	ea.
Trip Charge - CMT outside 30-mile radius of TPT			(ASTM C39 or AASHTO T22)		
per Mile	\$ 1.00	mile	Concrete Observation and Testing		
			Includes the following:		
Tractor/Trailer	\$ 248.00	day	*Sampling Freshly Mixed Concrete (ASTM C172)		
within 30-miles	\$ 171.00	trip	*Air Content (ASTM C231 or AASHTO T152)		
outside 30-miles	\$ 2.30	mile	*Slump of Freshly Mixed Concrete		
			(ASTM C143 or AASHTO T119)		
One-Ton 4-wheel Drive Truck w/Trailer	\$ 208.00	day	*Temperature of Freshly Mixed Concrete		
within 30-miles	\$ 108.00	trip	(ASTM 1064 or AASHTO T309)		
outside 30-miles	\$ 1.95	mile	*Making and Curing Concrete Cylinders	\$ 85.00	hr.
			(ASTM C31 and AASHTO T23)		
Open Pickup (Support Vehicle)	\$ 103.00	day	Concrete Cylinder or Beam Pickup		
within 30-miles	\$ 72.00	trip		\$ 200.00	case
outside 30-miles	\$ 1.10	mile			
			Concrete Cylinder Molds 4"x 8" ASTM 470	\$ 200.00	case
<u>Soils and Aggregates Testing Services</u>			Concrete Cylinder Molds 6"x 12" ASTM 470		
Moisture Content of Soil/Aggregate (ASTM D2216	\$ 12.00	ea.			
ASTM C566, or AASHTO T255)			Flexural Strength of Concrete	\$ 120.00	ea.
Liquid and plastic limit of soils, plasticity			(ASTM C78 or AASHTO T97)		
index , (ASTM D4318 or AASHTO T89 & T90)	\$ 120.00	ea.	Concrete coring includes equipment and	\$ 200.00	hr.
			personnel		
Sieve Analysis of Fine and Coarse Aggregate			Compressive Strength of Drilled Concrete Cores	\$ 96.00	ea.
(ASTM C117, C136 or AASHTO T11, 27)	\$ 130.00	ea.	(ASTM C42 or AASHTO T24)		
Sieve Analysis of Fine Aggregate only			Concrete mix design, theoretical design	\$ 195.00	ea.
(ASTM C117, C136 or AASHTO T11, 27)	\$ 85.00	ea.	based on ACI 211		
Material Finer than #200 Sieve			Concrete mix design verification by trial mix	\$ 534.00	ea.
(ASTM C117, D1140 or AASHTO T11)	\$ 75.00	ea.			
Sieve analysis of Coarse Aggregate only			<u>Grout/Masonry Testing Services</u>		
(ASTM C136 or AASHTO T27)	\$ 90.00	ea.	Grout Observation and Testing		
Particle Size Analysis of Soils			Includes the following		
(ASTM D 422 or ASSTHO T88)	\$ 185.00	ea.	*Sampling Freshly Mixed Concrete (ASTM C172)		
Specific Gravity and Absorption of Fine Aggregate			*Slump of Freshly Mixed Concrete (ASTM C143)		
(ASTM C128 or AASHTO T84)	\$ 165.00	ea.	*Air Content (ASTM C231,)		
Specific Gravity and Absorption of Coarse Aggregate			*Temperature of Freshly Mixed Concrete (ASTM 1064)	\$ 85.00	hr.
(ASTM C127 or AASHTO T85)	\$ 165.00	ea.	*Making and Curing Grout Prisms (ASTM C1019)	\$ 85.00	hr.
Specific Gravity of Soil Solids			Grout or Concrete Masonry Prisms pickup	\$ 85.00	hr.
(ASTM D854 or AASHTO 100)	\$ 140.00	ea.	Masonry Observation and Testing		
Modified Proctor (Moisture density relations			<u>Grout/Masonry Testing Services</u>	<u>Unit Prices</u>	
of soil-aggregate ASTM D1557 or AASHTO T180)	\$ 190.00	ea.	Concrete Masonry Prism Compressive	\$ 225.00	ea.
Standard Proctor (Moisture density relations			Strength (ASTM C1314)		
of soil-aggregate (ASTM D698 or AASHTO T99)	\$ 175.00	ea.	Sampling and Testing Chemical-Resistance	\$ 85.00	hr.
Sample Preparation (cohesive soils)	\$ 150.00	ea.	Mortars and Grout (ASTM C579 and C1019)		
In-Place Density & Water Content of			Compressive Strength of Chemical-Resistance	\$ 37.00	ea.
Soil-Aggregate Nuclear Method			Mortars and Grout (ASTM C579 and C109)		
(ASTM D6938 AASHTO T310)	\$ 85.00	hr.			

Subsurface Exploration**Unit Prices**

ATV Rotary	\$ 340.00	hr.
Track Rotary Drilling	\$ 340.00	hr.
Truck Rotary Drilling	\$ 310.00	hr.
Thin Wall Sampling	\$ 95.00	ea.
Cone Penetration Test (CPT) Soundings	\$ 350.00	hr.
SCPT Soundings	\$ 375.00	hr.
Push Probe Sampling	\$ 310.00	hr.
DMT Soundings	\$ 350.00	hr.
Dynamic Cone Penetrometer (DCP)	\$ 41.00	day (+labor)

Variable Subsurface Explorations
(prices given on per project basis)

NQ Wireline Rock Coring
Vane Shear
Iowa Borehole
Pressuremeter
Borehole Abandonment
Ground Penetrating Radar (GPR)
Soil Electrical Resistivity
High Strain Dynamic Pile Testing
Monitoring Well Installation and Materials

Asbestos & Lead Analysis**Unit Prices**

Asbestos Bulk Analysis by PLM	\$ 15.00	ea
Asbestos Air Samples Analysis by PCM	\$ 20.00	ea
Asbestos TEM Analysis	\$ 90.00	ea
Lead Bulk Samples	\$ 15.00	ea
Lead in Drinking Water	\$ 65.00	ea
Niton XRF Rental	\$ 300.00	day
Mold Samples	\$ 56.00	day
Methamphetamine Wipe Samples	\$ 100.00	ea

Industrial Hygiene Labor

CIH	\$ 125.00	hr.
CHMM	\$ 95.00	hr.
Industrial Hygiene Project Manager/Technician	\$ 90.00	hr.
Groundwater Monitoring	\$ 90.00	hr.

Miscellaneous

Sound Level Meters	\$ 85.00	day
Combustion Gas Meter	\$ 90.00	day
Air Sampling Pumps	\$ 40.00	day
Portacount Quantitative Fit Tester	\$ 135.00	ea
Per Diem	\$ 50.00	day
Rush Analysis	By quote only	

Non-Destructive Testing Services**Labor****Unit Prices**

SNT-TC-1A, Level III Technician	\$ 151.00	hr.
SNT-TC-1A, Level II Technician	\$ 121.00	hr.
SNT-TC-1A, Level I Technician	\$ 102.00	hr.
AWS Certified Welding Inspector	\$ 130.00	hr.
Stress Relieving Technician	\$ 121.00	hr.
Coating and Painting Sampling Technician	\$ 121.00	hr.
Ground Penetrating Radar Technicain	\$ 121.00	hr.

Stress Relieving

Stress Relieving Unit	Quoted Per Job
Additional Equipment and Supplies	Quoted Per Job
Stress Relieving Technician	Hourly Technician

Coating and Painting Inspection

Dry Film Thickness (DFT) Gauge	Quoted Per Job
Blast Profile / DFT Inspection	Quoted Per Job
Coating and Painting Sampling Technician	Hourly Technician

Non-Destructive Testing Vehicle and Mileage

Within 30 Miles of TPT Shop (Truck & Mileage Included)	\$ 50.00	trip
Truck Per Day	\$ 35.00	day
Mileage	\$ 1.10	mile

Dye Penetrant Inspection (PT)

Magnaflux Cleaner	\$ 41.00	can
Magnaflux Penetrant	\$ 41.00	can
Magnaflux Developer	\$ 41.00	can
PT Technician	Hourly Level II	

Visual Inspection

Structural Steel Bolt Testing 20' > Height	\$ 121.00	hr.
Structural Steel Bolt Testing 20' < Height	\$ 157.00	hr.
Structural Steel Weld Inspection	Hourly CWI	

Other

Borescope Inspection (+ Labor)	\$ 150.00	day
Vacuum Box Inspection (+ Labor)	\$ 50.00	day
Unusual or Job Specific Equipment	Cost + 10%	

Metallurgical Testing

Hardness Testing Unit (Proceq Rebound)	\$ 100.00	day
Hardness Test Part/Area	\$ 35.00	ea.

Ground Penetrating Radar

Ground Penetrating Radar Mobilization	\$ 540.00	ea
Ground Penetrating Radar Unit	\$ 250.00	day
Ground Penetrating Radar Technician	Hourly Level II	

Magnetic Particle Inspection (MT)**Unit Prices**

Magnaflux Y-1 AC Yoke	\$ 30.00	day
Magnaflux White Contrast Paint	\$ 41.00	can
Magnaflux 7HF Testing Bath	\$ 41.00	can
Magnaflux 14AM Testing Bath	\$ 41.00	can
Magnaflux #8A Red Dry Powder	\$ 25.00	lb
Ultraviolet Black Light	\$ 45.00	day
MT Technician	Hourly Level II	

GENERAL**Overtime**

Overtime Charges -hourly or test	X	1.25
(over 8 hrs/day, Mon-Fri, all day Saturday)		
Double Time Charges -hourly or test	X	1.50
(all of Sunday and Holidays)		

Subsistence

Subsistence (per person)	\$ 200.00	ea.
(charged for each day the technician (s) are required to stay overnight)		

Drilling Per Diem

\$ 400.00	day
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Additional Charges

Minimum 25-100% surcharge for same day service/rush charge
Prices are subject to change without notification
Saturday and Sunday minimum of 8 hours