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Western Lake Superior Sanitary District

REQUEST FOR PROPOSALS FUTURE FACILITY PLANNING FOR WLSSD SOLID WASTE TRANSFER STATION WLSSD RFP #1480

Request for proposals for Future Facility Planning for WLSSD Solid Waste Transfer Station will be received by the Western Lake Superior Sanitary District (WLSSD) until the CLOSING time of **2 PM, February 2, 2024**. Proposals received after that time will be returned unopened.

Proposals must be sealed and clearly marked: **“Future Facility Planning for WLSSD Solid Waste Transfer Station-WLSSD RFP # 1480”** and addressed to:

Ariel Wolf, Buyer
Western Lake Superior Sanitary District
2626 Courtland Street
Duluth, MN 55806

Copies of this proposal may be obtained by either calling 218-740-4794 or through the District's website at <https://wlssd.com/doing-business/bids-proposals/>. Questions pertaining to the content of this proposal should be directed to Ariel Wolf, Buyer 218-740-4794, or e-mail ariel.wolf@wlssd.com.

WLSSD reserves the right to reject any and all proposals, to waive any irregularities and to accept the proposal deemed in the best interest of Western Lake Superior Sanitary District.

1.0 Important Project Dates

1.1 Important Project Dates

Proposals Issued:	Friday, January 5, 2024
Questions Received by:	Wednesday January 17, 2024 by 2PM
Responses Posted on:	Wednesday, January 24, 2024
Proposals Due:	Friday, February 2, 2024 by 2PM

1.2 Questions

Questions regarding this proposal will be accepted until Wednesday January 17th, 2024 at 2 PM. Questions must be emailed to Ariel Wolf at ariel.wolf@wlssd.com. Responses will be posted at <https://wlssd.com/doing-business/bids-proposals/> on Wednesday, January 24, 2024.

2.0 Introduction

The Western Lake Superior Sanitary District (WLSSD or “The District”) is soliciting proposals to provide technical assistance and planning for the development of a facility plan relating to the future of the District’s solid waste transfer station and the handling of mixed municipal solid waste (MMSW). This facility plan, along with the planning process, should focus on an assessment of current transfer station operations, existing waste streams/volumes and waste handling methods and provide recommendations for potential operating scenarios that include: concepts for design, facility location, increased waste volumes, integration with existing District solid waste facilities, and the recovery of materials including construction and demolition waste, recyclable materials, food waste, etc. from the waste stream.

3.0 Background

The WLSSD was created in 1971 by the Minnesota legislature to improve and protect the waters of the St. Louis River basin and its tributaries. In 1974 additional legislation was passed giving the District the added responsibility of solid waste management. Sludge from wastewater processes and solid waste were burned in a process to generate heat for the District’s wastewater treatment facility. In 2001 the District constructed a solid waste transfer station and the incineration process was eliminated with solid waste being diverted to area landfills. Currently waste generated in the area is hauled from the District’s solid waste transfer station to the Moccasin Mike Landfill in Superior, Wisconsin which is nearing the end of its life and expected to reach capacity in 2026.

As the search for a new land disposal facility continues, planning for the District’s transfer station moves forward and several questions persist at the forefront of the planning process. Will WLSSD have the capacity/operating space at the current transfer station to handle the projected volumes it could potentially receive from the City of Superior when the current landfill closes? Depending on the location of the new landfill and capacity of the current transfer station, would it be necessary or cost effective to relocate the current facility?

4.0 Objectives

The Western Lake Superior Sanitary District seeks to establish a vision for the future of the solid waste transfer station. The vendor chosen through this RFP shall produce and provide the District with such a future vision and plan. The objective of the WLSSD transfer station facility planning is to understand what options exist for future transfer station operations and to determine which option best aligns with the 2023 Northeast Regional Solid Waste Management Plan and is most fiscally responsible. Section 5.2.1 of the 2023 Northeast Regional Solid Waste Management Plan outlines the goal of upgrading publicly owned transfer stations to accept commingled recyclables and/or separate other recoverable materials from the solid waste stream. Please refer to **Appendix A** for information on regional solid waste facility locations, materials flow, and access to the 2023 Northeast Regional Solid Waste Management Plan.

Deliverables for this facility plan should include but not be limited to the following:

4.1 Development of transfer station design assumptions and rationale based on an assessment of throughput capacity needs considering current and projected waste volumes and potential hauling distances from the transfer station to land disposal facilities.

4.2 An assessment of retrofitting/expanding the existing District solid waste transfer station in its current location versus construction of a new facility/solid waste campus to handle increased MMSW volumes while also providing more opportunities to efficiently segregate recoverable materials from the waste stream.

4.3 Development of conceptual transfer station facility layouts/design and planning level cost opinions to accommodate and provide space for additional material recovery opportunities.

4.4 A general analysis of ideal transfer station location (existing or new) in relation to environmental justice areas, population density, transportation network, land uses, distance to land disposal sites, etc. and review of minimum land area required based on design concepts.

4.5 Review opportunities to achieve operational/logistical efficiencies between existing District solid waste programs and the operation of the Transfer station in either its current location or through an integrated solid waste campus at a new location.

This work will provide WLSSD staff with professional services to assess the transfer station and to provide preliminary design concepts and recommendations.

5.0 Proposal Form

WLSSD is seeking proposals for this project and may be subject to further negotiation once all proposals are submitted and reviewed. WLSSD reserves the right to negotiate the proposals, and to accept the proposal deemed to be in the best interest of the organization.

5.1 Proposals Due

Proposals for Future Facility Planning for WLSSD Solid Waste Transfer Station will be received by the Western Lake Superior Sanitary District (WLSSD) until the CLOSING time of **2 PM, February 2, 2024**. Proposals received after that time will be returned unopened.

Proposals must be sealed and clearly marked: **“Future Facility Planning for WLSSD Solid Waste Transfer Station-WLSSD RFP # 1480”** and addressed to:

Ariel Wolf, Buyer
Western Lake Superior Sanitary District
2626 Courtland Street
Duluth, MN 55806

There will not be a formal opening of the proposals. The award will consist of execution of an agreement between the successful contractor and WLSSD. Feel free to contact Ariel Wolf at 218-740-4794 or ariel.wolf@wlssd.com if you have questions or comments.

5.2 Format of Proposals

In order to facilitate the review and evaluation of the qualifications received, all submittals shall be organized according to the following outline format and should not exceed twenty (20) pages:

PART A - Qualifications and Experience: Provide a resume of the firm’s background and experience in the development and design of solid waste transfer station facility master planning and improvement projects. Include a resume of the key staff who will be working on this project. Describe the scope of work performed for at least two projects similar in scope to this request.

PART B - Scope of Services: Describe in detail the consultant’s view of the work required (approach) related to the planning level evaluation and design concepts of the WLSSD transfer station. Include discussion of methods to be used to develop available options and submit a proposal based on the above objectives that encompasses two primary scenarios:

- a. Feasibility assessment and master plan of current transfer station location, evaluating potential expansion in the footprint of the current WLSSD Courtland Street campus.
- b. Feasibility assessment and master plan of the relocation of the current transfer station and potentially the Materials Recovery Center (MRC).

Evaluate the feasibility, risk, sensitivity, cost, funding availability and other factors for each option or combination of options. Evaluate the potential environmental impacts such as (but

not limited to) the increase or decrease of greenhouse gas emission from garbage haulers. Describe how the firm intends to provide these services with a high degree of value. Develop a timeline of estimated project milestones and meet with District staff to review progress at each milestone.

PART C - Work Schedule: Provide a simple timeline of the anticipated work schedule to complete this project. We anticipate the selection of the consultant to be completed by February 9, 2024 with a finalized scope of services and authorization by February 23, 2024.

PART D - Fee: Provide a fee estimate for the proposed scope of work along with a list of rates for key personnel (include a table showing tasks, personnel, hours and rates). The District may negotiate both the scope of work and fee proposal with the successful consultant. ***Please provide project fee information in a separate document.***

5.3 Proposal Form PART E

The undersigned has read and fully understands the nature of this request and can meet the requirements stated in the request and attached Terms and Conditions. Clearly state any exceptions to these requirements.

This Proposal Form must be returned to WLSSD in a sealed envelope and appropriately marked: **“Future Facility Planning for WLSSD Solid Waste Transfer Station-WLSSD RFP # 1480”** on or before, **2PM, February 2, 2024.**

Name of Proposer_____

Proposers Address_____

Contact Name_____

Phone_____

Email Address_____

Authorized Signature_____

Date_____

6.0 Proposal Evaluation

WLSSD will evaluate and select the most qualified firm based upon the responses submitted to this RFP. The District reserves the right to seek additional information and/or interview the top rated firms. Proposals will be evaluated and awarded based upon the following factors:

Ratings range between 1 and 5, with 1 being the least favorable and 5 being the most favorable.

Category Number	Description	Rating (1 to 5)	Weight	Total (Rating x Weight)
1	Project Understanding		5	
2	Firm Experience and Resources		4	
3	Project Team Experience		5	
4	Project Management		5	
5	Project Innovation		3	
6	Approach to working with WLSSD		3	
7	Overall Impression		5	
			Total	

Notes:

Reference check completed? Y/ N

Reference Notes:

Considerations:

Project Understanding Does the submittal reflect a good overall understanding of the project and work required? Did questions asked during development align with project understanding? Were all components addressed?
Firm Experience and Resources Does the firm's experience relate well to the project? Do they have financial security and personnel stability? Does firm's history and resources capability have capacity to perform required services? Does firm have solid waste transfer station facility planning/design experience?
Project Team Experience Evaluation of assigned personnel (key staff assigned) Relative disciplines represented Are they familiar with local geography, local/regional solid waste facilities, and local/regional solid waste systems Is there a local presence? Experience with local/regional solid waste planning, transfer station facility planning
Project Management Clear and concise timeline for completion of project; project milestones Overall approach to project Approach to meeting project budget Approach to meeting project schedule Approach to quality
Project Innovation Has firm demonstrated a sufficient degree of innovation in approach to this project? Unique characteristics or approach?
Approach to working with owner representative(s) Gathering input, incorporating feedback Is there WLSSD specific work experience and satisfaction for previous projects?
Overall Impression

7.0 Sample Agreement



Clear Answers for Clean Water™

Solid Waste Transfer Station Facility Planning

This AGREEMENT (“Agreement”) is made as of **02/09/2024** by and between **Western Lake Superior Sanitary District** (“District”) and **Contractor** (“Contractor”), which agree as follows:

Agreement Name: Future Facility Planning for WLSSD Solid Waste Transfer Station

The scope of the work: To be finalized after proposal acceptance

Schedule

Start: Agreement commencing on February 9, 2024

End: TBD

Purchase Order: _____

All services shall be performed in accordance with the WLSSD General Terms and Conditions, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

Attachments: Professional Services Agreement Terms and Conditions, Appendix A

In witness whereof, District and Contractor have hereunto set their hands as of the day and year first above written.

Western Lake Superior Sanitary District (“Contractor”)

By _____ By _____

2626 Courtland Street
Duluth, MN 55806

Date: _____ Date: _____

**WLSSD PROFESSIONAL SERVICES AGREEMENT
(Engineering/Design)
TERMS AND CONDITIONS
January 2023 Version**

The following terms and conditions will apply to this Agreement

1. Definitions. As used in this Agreement, “Buyer” means the Western Lake Superior Sanitary District. “Vendor” means the individual, company, or organization from whom the services are ordered. “Work” means all authorized professional services, including but not limited to engineering, design and consulting, to be provided under this Agreement. “Deliverables” shall mean the studies, reports, sketches, drawings, maps, models, photographs, audio/video tapes, computer programs/models, electronic media, specifications, cost estimates, field data, test data, and other tangible documents identified in the attached exhibits to be provided by the Vendor under this Agreement.

2. Agreement Authority; Applicable Terms. The Vendor’s copy of this Agreement, when properly signed by Buyer and Vendor, is recognized by the Buyer as authority for commencing performance of the Work, supersedes all previous communications and negotiations except as specifically incorporated in this Agreement, and constitutes the entire agreement between the parties. No terms stated by the Vendor in accepting or acknowledging this Agreement shall be binding on the Buyer unless accepted in writing by the Buyer. Commencement of performance of the Work by the Vendor in the absence of the Buyer’s agreement to the Vendor’s proposed terms will constitute the Vendor’s acceptance of the terms of this Agreement and any terms or documents incorporated in this Agreement by reference. This Agreement is subject to any special specifications, terms or conditions accompanying or incorporated by reference in this Agreement by the Buyer. The terms of this Agreement may only be changed by mutual written agreement of the parties.

3. Completion of Work; Payment. The Work, including delivery of all Deliverables to Buyer, must be completed no later than the completion date specified in this Agreement. Unless the Buyer agrees otherwise, services on the Buyer’s property must be provided between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays.

The Vendor shall submit a monthly invoice containing the Purchase Order Number assigned to this Agreement, Vendor’s estimate of payment due and owing based on the percentage completion of the Work during the billing period along with a status report of services rendered including; tasks, personnel, hourly rates, hours worked on tasks, reimbursable expenses along with supporting information, including receipts. On verification and acceptance by the Buyer, the Buyer will pay Vendor the invoiced amount. Upon completion of the Work, the Vendor shall submit a final invoice and request for payment of the amounts then owing. The Buyer will pay this final invoice upon the Buyer’s approval and acknowledgement of satisfactory completion of the Work. Vendor shall submit an invoice by the second day of each month, including costs incurred through the end of the previous month. Invoices should be submitted electronically to apinvoices@wlssd.com and copied to the Buyer’s project contact. Vendor will not receive payment for Work found by the Buyer to be not in compliance with this Agreement, or performed in violation of federal, state or local law, ordinance, rule or regulation, directive or Buyer’s policies.

4. General Terms. The Vendor will supervise and be solely responsible for all aspects of the Work. Unless the Buyer agrees otherwise, the Vendor will provide and pay for all labor, materials, parts, equipment, tools, machinery, transportation, and other facilities necessary for completion of the Work. The Vendor shall be responsible for the satisfactory performance of all its employees and subconsultants performing the Work. Persons employed by the Vendor to perform the Work shall not be considered employees of the Buyer for any reason.

The Vendor shall procure and keep current any licenses, permits, or certificates which may be required for the performance of the Work and will obtain and pay for all permits, licenses, and inspections necessary for completion of the Work.

All reports, data, materials, information, and other work products prepared and developed in connection with the provision of services: (a) shall become the property of the Buyer upon receipt of payment from Buyer; (b) shall not

be the subject of an application for copyright by or on behalf of the Vendor, its subconsultants, their agents or employees; and (c) shall not be made available to any other person without the prior written approval of the Buyer.

In the event the Buyer changes or uses any fully or partially completed documents without the Vendor's knowledge or participation or both, the Buyer agrees to release Vendor of responsibility for such changes, and shall indemnify and hold the Vendor harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses on account of any damages or losses to property or persons, including injuries or death, arising out of any unauthorized change or use.

5. Standard of Performance /Care. All services provided hereunder shall be performed in a skilled, professional and non-negligent manner consistent with the skill and care ordinarily provided by a professional in the same profession as Vendor, practicing in the same or similar locality, and who have experience in comparable Work, and in accordance with the applicable professional practices, standards and codes. Vendor represents that its employees have the necessary knowledge, experience, abilities, skills and resources to perform the obligations under this Agreement, and agrees to perform the obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices.

6. Indemnity; Insurance. The Vendor agrees to indemnify, and hold harmless the Buyer from expenses, damages, or claims arising from the performance of the Work under this Agreement by the Vendor, its agents, employees or subconsultants, but only to the extent they are caused by the negligent acts or omissions of the Vendor, its employees, and its subconsultants in the performance of professional services under this Agreement. Nothing in this Agreement shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law. **The Vendor shall procure and maintain insurance sufficient to protect the Buyer against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by the Vendor or its employees, subconsultants, representatives or agents, and Vendor acknowledges the amount of such insurance may be greater than the minimums specified below.** The Vendor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Buyer, but rather to reimburse the Buyer for attorney's fees and costs incurred by the Buyer in defending such actions or proceedings brought against the Buyer.

The Vendor shall procure and maintain the following minimum insurance coverage for the term of the Agreement from an insurance company or companies lawfully authorized and licensed to do business in the State of Minnesota. The coverage will insure against injuries to persons or damage to property which may arise out of or result from acts or omissions in performing work under this Agreement by the Vendor or its employees, subconsultants, suppliers, representatives, or agents, and list Buyer, its Board members, agents, employees and servants, as additional insureds under the Commercial General Liability and Business Automobile Liability insurance. Any deductibles or self-insured retentions are the sole responsibility of the Vendor. They must be approved by the Buyer. This insurance shall be written for not less than the limits of liability specified below or as required by law, whichever coverage is greater.

A. Commercial General Liability coverage, written on an occurrence basis, including liability arising from premises, operations, contingent coverage for subconsultants, products-completed operations (if applicable), personal injury and advertising injury, and contractual liability. The coverage shall be primary and non-contributory. The property damage liability shall provide coverage for claims arising out of explosion, collapse and underground damages. The Vendor shall maintain at least the following limits:

- \$2,000,000 Per Occurrence
- \$2,000,000 General Aggregate

B. Business Automobile coverage, written on an occurrence basis, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased. The Vendor shall maintain the following limits: Automobile Liability with a limit not less than \$1,000,000 Combined Single Limit.

C. Statutory Workers' Compensation and Employers' Liability coverage, including other states coverage and, if applicable, Maritime and/or Longshoremen and Harbor Workers' Act Coverage. The Vendor shall maintain the following limits:

- Workers' Compensation to be as required by applicable statute(s).
- Employers' Liability with a limit not less than \$1,000,000 each per person per accident.

D. Errors and Omissions coverage which will be maintained for three years following Final Completion of the Work, insuring payment of damages for legal liability arising out of the negligent performance of professional services by Vendor for the Buyer if such legal liability is caused by the insured Vendor or of any person or organization for whom the insured Vendor is legally liable. The Vendor shall maintain at least the following limits:

- \$2,000,000 Each Claim/Occurrence
- \$2,000,000 Annual Aggregate

E. Vendor shall maintain sufficient Pollution Liability covering the Vendor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this contract. Limits of not less than \$2,000,000 per claim/aggregate shall be provided.

F. Vendor shall maintain an umbrella insurance policy providing coverage in excess of its primary commercial general liability, automobile liability and employer's liability policies in an amount not less than \$5,000,000 per occurrence. Certificates of Insurance with the above specifications shall be filed with the Buyer prior to the commencement of Work showing Vendor complies with the above specifications. Each certificate shall contain the following: Buyer's Project Name, Buyer's Project Number(s), Buyer's Bid or Purchase Order Number, name and address of the insured, and name(s) of additional insured.

G. Insurers shall provide Buyer 30 days advance written notice of cancellation or material alteration of any of the insurance coverage specified herein.

7. Applicable Law; Compliance with Laws and Policies. The laws of the state of Minnesota shall govern this Agreement. In the performance of its obligations pursuant to this Agreement, the Vendor agrees to comply with all applicable provisions of federal, state, and local laws, rules, regulations, directives, and agrees that the most recent of such provisions will govern this Agreement at any particular time. Vendor represents and warrants that its employees have all licenses and permits necessary to conduct their business and perform the obligations under this Agreement.

8. Non-Discrimination. The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age.

9. Record-keeping; Audit. The Vendor agrees to keep and maintain during the performance of this Agreement and for a period of six years following, records and files relating to the financial aspects of this Agreement, and further agrees to allow the Buyer or designated federal or state personnel to enter on the Vendor's premises and to inspect, copy and audit the above records, files, and premises.

10. Prompt Payment by Vendor. The Vendor agrees to pay any subconsultants and material suppliers within 10 calendar days of the Vendor's receipt of payment from the Buyer for undisputed services provided by the subconsultant or material supplier. The Vendor shall pay to the subconsultant or material supplier interest at one and one-half percent per month or any part of a month on any undisputed amount not paid on time. On unpaid, undisputed amounts of \$100 or more, minimum monthly interest charge shall be \$10. The Vendor will defend, indemnify, and hold harmless the Buyer for any mechanics' or materialmen's liens that are filed relating to the Work. At the request of the Buyer, the Vendor will deliver to the Buyer a complete release of all liens which may have been filed and/or

complete receipts and waivers of lien rights for all labor, materials, and equipment for which a lien could be filed and the Vendor's sworn statement verifying that all charges for labor and materials have been paid.

11. Conflict of Interest. The Vendor certifies that to the best of its knowledge no officer or employee of the Buyer has any pecuniary interest in the business of the Vendor and that no person or organization associated with the Vendor has any interest that would conflict in any manner or degree with the provision of services under this Agreement.

12. Workers Compensation; Tax Withholding. In accordance with Minnesota Statutes, section 176.182, Vendor represents that it is in compliance with the workers' compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it and all its subconsultants or material suppliers under this contract are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

13. Termination. The Buyer may terminate this Agreement at any time and for any reason by giving Vendor thirty days written notice of the termination. In such event, all Work completed by Vendor shall become the property of Buyer, and Vendor shall be entitled to compensation for all authorized Work satisfactorily completed under this Agreement prior to the date of termination.

14. Data Practices. Consistent with Minnesota Statutes, section 13.05, subdivision 6, if any data on individuals is made available to the Vendor by the Buyer pursuant to this Agreement, the Vendor will administer and maintain any such data in accordance with Minnesota Statutes, Chapter 13 (the "Minnesota Government Data Practices Act"), and any other statutory provisions applicable to the data. If and to the extent that Minnesota Statutes, section 13.05, subdivision 11, is applicable to this Agreement, then: a) all of the data created, collected, received, stored, used, maintained, or disseminated by the Vendor in performing this Agreement are subject to the requirements of the Minnesota Government Data Practices Act; b) the Vendor must comply with those requirements as if it were a government entity; and c) the remedies in Minnesota Statutes, section 13.08 apply to the Vendor. In the event the Vendor receives a request to release data referred to in this section, the Vendor must immediately notify the Buyer. The Buyer will give the Vendor instructions concerning the release of the data to the requesting party before the data is released.

15. Assignment. The Vendor shall perform with its own organization all the work provided for under this Agreement and shall not assign, subcontract, sublet, or transfer any of the work without receiving the express written consent of the Buyer.

16. Commissioner of Health Licensing, Certifications, and Rules. All asbestos-related work or asbestos management activity, if any, performed by the Vendor under this Agreement shall be performed: a) by persons or subconsultants licensed or certified (for the types of such work or activity to be carried out) by the Commissioner of Health under the Minnesota Asbestos Abatement Act, Minnesota Statutes, sections 326.70 to 326.81; and b) in accordance with rules prescribed by the Commissioner of Health related to asbestos abatement and asbestos management activity. Prior to commencing any such work, the Vendor shall provide to the Buyer copies of currently valid licenses or certificates (for all the types of asbestos related work or asbestos management activities to be carried out under this Agreement) issued by the Commissioner of Health under the Minnesota Asbestos Abatement Act.

17. Safety. The Vendor is responsible for safety of its employees at the jobsite. At a minimum, the Vendor and its employees shall comply with applicable Occupational Safety and Health Administration (OSHA) Regulations. Vendor must provide Personal Protective Equipment to its employees. Each employee is responsible for complying with applicable safety and occupational health requirements, wearing prescribed safety and health equipment, reporting unsafe conditions/activities, and avoiding actions and conditions that may result in an injury.

Prior to Work being commenced by Vendor on any property of Buyer, Vendor's employees performing such Work must attend on site safety training conducted by Buyer staff to familiarize Vendor's employees with Buyer's safety policies and requirements.

Smoking is prohibited on Buyer's property. Vendor shall be responsible for providing employees who are not using or under the influence of intoxicants including alcohol, marijuana, cannabis, or hemp or using, distributing or possessing controlled substances in violation of the law during the performance of this Agreement on any Buyer

jobsite. Vendor agrees to advise its employees that using or possessing intoxicants or controlled substances in violation of the law will not be tolerated on any Buyer jobsite.

18. Owner's Social Media Policy. Vendor, its employees, agents and subcontractors shall not post on social media any pictures taken on Owner's property, including pictures of the Owner's facilities or employees, or post any disparaging remarks or comments about Owner or Owner's project. Vendor shall notify its employees, agents and subcontractors of this contract requirement and enforce compliance with this requirement. If Vendor becomes aware of any posting in violation of this provision, Vendor immediately notify Owner and shall promptly act to have the posting removed.

Appendix A

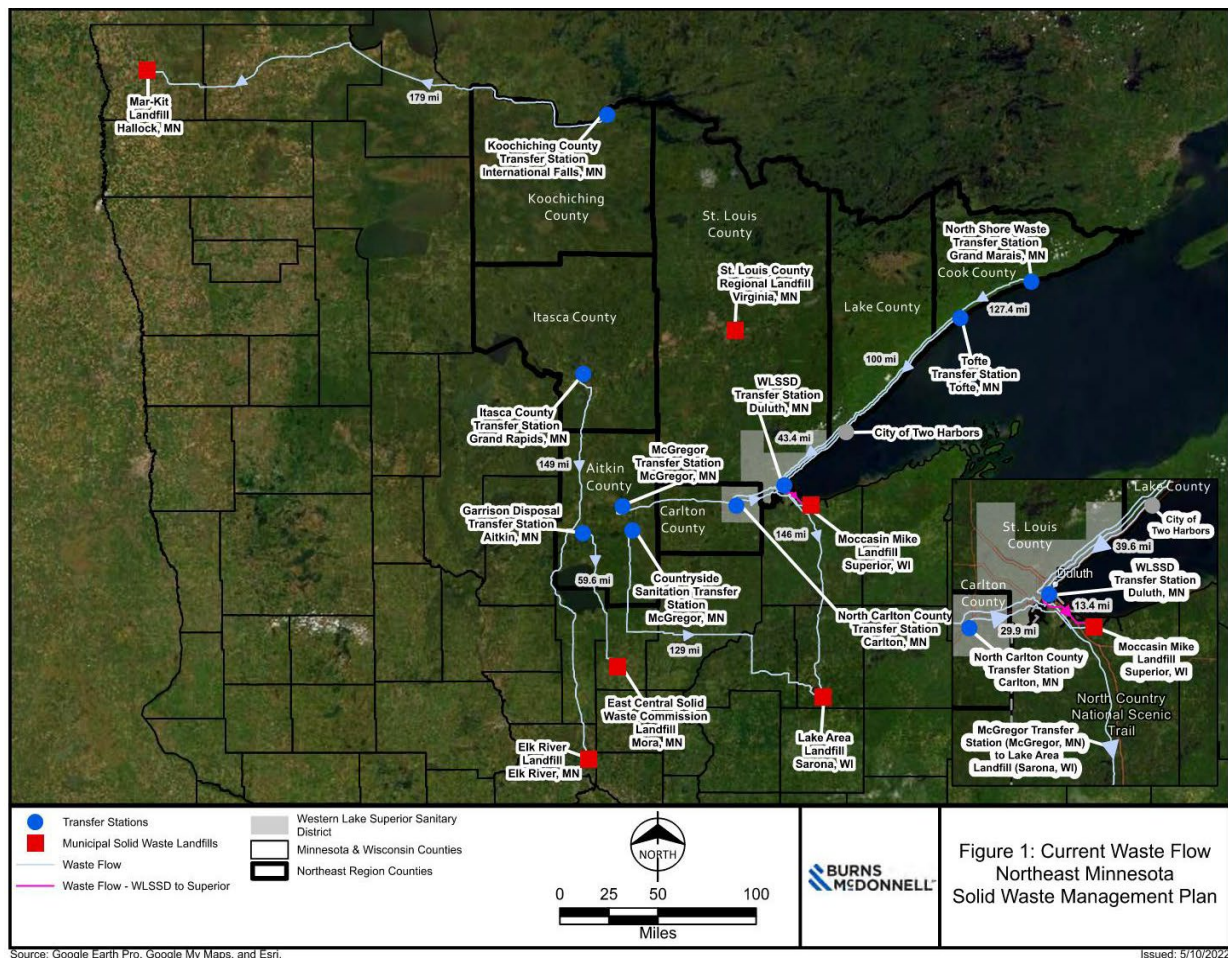
The following excerpt is from section 3.2 (Regional Facilities and Materials Flow) of the 2023 Northeast Regional Solid Waste Management Plan. The entire plan document can be found at:

<https://wlssd.com/about-us/wastewater-solid-waste-authority/>

3.2 Regional Facilities and Materials Flow

The northeast region provides collection sites and canisters to provide rural residents of the region with access to drop off their solid waste and recyclable materials. Urbanized areas in the region offer curbside collection of solid waste and recycling. There are limited options for yard waste management beyond drop off sites. Several transfer stations in the region serve as a one-stop-shop for problem materials. The regional HHW program operated by WLSSD collects HHW from residents and businesses throughout the northeast region using a mobile unit and is discussed in more detail below. **Figure 3-1** and **Table 3-5** depict the current flow of MSW in the northeast Minnesota region.

Figure 3-1: Current Northeast Minnesota Region Waste Flow



As reflected above, municipal solid waste originating in the northeast region is hauled to a number of landfills for disposal. Excluding St. Louis County generated MSW and small quantities from Lake County hauled to the St. Louis County Landfill, the remainder of the MSW generated within the region is hauled to facilities outside the region for disposal. Small quantities of MSW are hauled to the St. Louis County Regional Landfill from Fall Lake Township in Lake County, via the Northwoods Transfer station, to reduce hauling distances. WLSSD and Carlton County haul their MSW to the Moccasin Mike Landfill in Superior, Wisconsin for disposal. Haulers in Lake and Cook counties haul their MSW to the WLSSD Transfer station in Duluth and WLSSD hauls the MSW to the Superior Landfill for disposal.

Koochiching County hauls its MSW to the Mar-Kit Landfill in Hallock, Minnesota for disposal. Itasca County hauls their MSW to the Elk River Landfill in Elk River, Minnesota for disposal. Aitkin County currently hauls approximately 33-percent of their MSW to the East Central Solid Waste Commission Landfill in Mora, Minnesota, 20-percent to Elk River Landfill in Elk River, Minnesota, and the remaining 47-percent to the Lake Area Landfill in Saronia, Wisconsin.

No MSW is currently hauled to a resource recovery/waste-to-energy facility for management within the region. **Table 3-5** provides the estimated 2020 MSW quantities disposed by Counties/WLSSD and lists the final disposition of these materials.

WLSSD and Carlton County have contracts with the Superior Landfill to deliver MSW. When the WLSSD Solid Waste Transfer station was built, waste from the Carlton County Transfer station was transported to the WLSSD facility before final delivery to a land disposal facility, beginning in 1994. The direct delivery of Carlton County waste to the City of Superior Landfill is mutually beneficial, saving wear and tear to the WLSSD Transfer station and conserves energy and costs.

The City of Superior Landfill serves the City of Superior, Douglas County, and the WLSSD expanded solid waste service area, covering much of northeastern Minnesota. Approximately 125,000 tons of waste was delivered to the landfill in 2019. Banned wastes include hazardous waste, infectious waste, appliances, tires, electronics, and recyclables. The WLSSD disposal contract with the Superior Landfill expires on June 30, 2026.

The Superior Landfill is permitted to accept MSW. Opening in 1976, the Landfill is designed to hold up to 4.4 million cubic yards of material, and is expected to reach capacity in mid-2026. The Landfill takes measures to control environmental impacts by the use of daily cover, controlling litter, leachate collection

and methane gas collection. Leachate is pumped to the City of Superior wastewater treatment plant and the methane gas is flared.

Table 3-5: Northeast Region MSW Flow

County	Estimated Quantity Generated for Disposal in 2020 (Tons)	Current Landfill Facilities Being Used
Aitkin	9,777 ^a	- East Central Solid Waste Commission Landfill (Mora, MN) - Elk River Landfill (Elk River, MN) - Lake Area Landfill (Sarona, WI)
Carlton	10,670 ^a	-Superior Landfill (Superior, WI)
Cook	3,065 ^a	-Superior Landfill (Superior, WI)
Itasca	29,194 ^a	-Elk River Landfill (Elk River, MN)
Koochiching	7,493 ^{a,b}	-Mar-Kit Landfill (Hallock, MN) -St. Louis County Regional Landfill (Virginia, MN)
Lake	5,759 ^{a,c}	-Superior Landfill (Superior, WI) -St. Louis County Regional Landfill (Virginia, MN)
St. Louis	53,481 ^a	-St. Louis County Regional Landfill (Virginia, MN)
WLSSD	47,689 ^a	-Superior Landfill (Superior, WI)
Region Total	167,128^d	- -
Total to Superior Landfill (Carlton, Cook, Lake, and WLSSD)	67,183^d	- -

(a) Derived from Goal Volume Table data provided by MPCA and confirmed via County provided data.

(b) Nearly all MSW transported to Mar-Kit Landfill; one township goes to St. Louis County Regional Landfill.

(c) Nearly all MSW generated transported to Superior Landfill; Fall Lake Township goes to St. Louis County Regional Landfill.

(d) Includes all waste generated within Carlton County, including the portion of Carlton County within WLSSD boundaries.

As reflected above, the northeast region disposed of an estimated 167,000 tons in 2020, which translates into approximately 450 tons per day of MSW. An estimated 40-percent of the region's MSW was disposed at the Superior Landfill in Superior, Wisconsin, while 32-percent of the region's MSW was disposed at the St. Louis County Landfill, with the remainder being disposed at other landfills outside the region.