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Western Lake Superior Sanitary District

REQUEST FOR QUOTATIONS SANITARY SEWER INTERCEPTOR CLEANING

Western Lake Superior Sanitary District (WLSSD) requests quotations for Sanitary Sewer Interceptor Cleaning. Quotations must be received on or before **2 PM, local time, April 4, 2024** and emailed to ariel.wolf@wlssd.com. Or they can be mailed or dropped off to:

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

WLSSD reserves the right to reject any or all quotes and to select the quote deemed to be in the best interest of the organization. WLSSD reserves the right to negotiate submitted quotes.

Copies of this RFQ may be obtained by either calling (218) 740-4794, or at the District's website at, <https://wlssd.com/doing-business/bids-proposals/>

1.0 Important Project Dates

1.1 Important Project Dates

Quote Issued:	Friday, March 15, 2024
Questions Received by:	Friday, March 22 2024 by 2PM
Responses Posted by:	Wednesday, March 27, 2024
Quote Due:	Thursday, April 4, 2024 by 2PM
Agreement Start Date:	May 1, 2024

1.2 Questions

Questions regarding this quote will be accepted until **Friday, March 22, 2024 at 2 PM, local time**. Questions must be emailed to Ariel Wolf at ariel.wolf@wlssd.com. Questions will be posted at <https://wlssd.com/doing-business/bids-proposals/> on Wednesday, March 27, 2024.

2.0 Background Information

WLSSD provides solid waste management and wastewater treatment services for 530 square mile region around Duluth, including parts of Carlton and St. Louis counties. It is governed by a nine-member citizen Board of Directors.

3.0 Scope of Services

The Western Lake Superior Sanitary District desires to select an experienced Contractor to provide cleaning, root cutting, and debris removal, and post CCTV NASSCO PACP v7.0 inspections for portions of their gravity sanitary sewer Interceptors. The areas of service will be identified by WLSSD staff during their routine CCTV inspections. Maps of the potential areas that will need to be cleaned in the 2024 season can be found on our website here:

<https://wlssd.com/services/wastewater/sanitary-sewer-monitoring/>

3.1 Cleaning and Root Cutting Specifications

- 3.1.1 Provide all necessary labor, equipment, services, water and incidentals required, and perform hydraulic sewer cleaning including, but not limited to, removing roots, sediment, deposits, debris, and obstructions from the pipe segments to be determined by WLSSD staff.
- 3.1.2 Provide mobilization and demobilization of hydraulic sewer cleaning equipment and trained sewer cleaning crew as required to complete the requirements of the Contract Documents.
- 3.1.3 Provide labor, equipment and material required and conduct hydraulic sewer cleaning operations in the pipe segments and manholes determined by WLSSD staff. Hydraulic sewer cleaning operations are defined to include the following technologies: high-velocity jet cleaning and hydraulically propelled (hydro-mechanical) cleaning.
- 3.1.4 Replace all manhole rings and covers removed to allow deployment of the hydraulic sewer cleaning equipment. Remove and restore damaged manholes. Restore the site to its pre-hydraulic cleaning condition as approved by the Field Representative.
- 3.1.5 Provide the labor, equipment and material required and post process the CCTV inspection in accordance with the CCTV Specifications in section 3.2 of this document.

3.2 CCTV Specifications

- 3.2.1 Inspections will be completed using GraniteNet or software capable of being imported into GraniteNet so that inspections can be incorporated to the WLSSD inspection database. All inspections to be NASSCO PACP v7.0
- 3.2.2 Digital video shall be defined as MPEG4 H.264. The digital recording shall include video information that accurately reproduces the original picture and sound of the video inspection. The video portion of the digital recording shall be free of electrical interference and shall produce a clear and stable image. Separate digital recordings shall be made for each pipe segment, and shall be properly identified, via on-screen display.
- 3.2.3 The television camera shall be specifically designed and constructed for sewer inspection with a capacity for radial viewing (360°) and of proper height to allow inspection of the sewer, service lateral connections, and manhole structure including the corbel, barrel and cone-sections. Televising should be accomplished via remotely operated camera.
- 3.2.4 The radial view camera shall be solid state color and have remote control of the rotational lens. The camera shall be capable of viewing the complete circumference of the pipe and manhole structure, including the corbel, barrel and cone sections. Cameras incorporating mirrors for viewing sides or using exposed rotating heads are not acceptable. The camera lens shall be an auto-iris type with remote controlled manual override.
- 3.2.5 The camera light head shall include a high-intensity side viewing lighting system to allow illumination of internal sections of lateral sewer connections. Lighting for the camera shall illuminate the entire periphery of the sewer for a distance of 30-ft ahead of the camera. The camera shall be operable in 100% humidity conditions. Picture quality and definition shall be to the satisfaction of the Field Representative. Communications shall be provided for controlling the winches and monitor.
- 3.2.6 Fog control is required during televising. The wastewater temperature is typically significantly higher than the air temperature which can create fog in the pipe and impede visibility. Ventilation or other means of fog suppression will be required to eliminate the presence of fog during the inspections. Open manholes typically need to be covered with heavy blankets.
- 3.2.7 The owner may stop work if the work is defective, the contractor fails to supply sufficient skilled workers, suitable materials/equipment, or fails to

perform the work in such a way that the completed work will conform to the Contract Documents. Owner may order the contractor to stop the work, or any portion thereof, until the cause for such order is eliminated. Failure to eliminate cause of work stoppage will result in a reduced or prorated payment. The Owner reserves the right to remove crews, equipment or contractors from the project without financial obligation for days not worked.

- 3.2.8 The CCTV camera operator shall stop, pan, and zoom at any observed pipe defects. The CCTV operator shall also stop, pan, and zoom at each pipe connection in order to best capture the size, location, and approximate elevation of each connection. The inspection shall be continuous. If the camera operator stops the unit inside the pipe for an extended period of time, pause video recording and resume recording when the inspection resumes.

3.3 Contractor will be responsible for Traffic control around contractor's personnel and equipment.

3.4 Once pipe segments are identified WLSSD will provide detailed maps of project area(s) with details on footages, pipe sizes and cleaning type required.

4.0 Project Schedule

4.1 WLSSD will identify and provide details on the pipe segments that will need to be cleaned and will work with the Contractor to determine work timeline.

4.2 Contractor validates all necessary equipment is available to begin project

4.3 WLSSD will approve start of the project based on flows and anticipated weather

4.4 Night work (hours between 9:00 p.m. and 6:00 a.m. CST) may be required in some pipe segments. Pipe segment(s) requiring night work will be identified and communicated by WLSSD when the section 3.4 maps and project areas are identified.

4.5 In the event the Contractor is unable determine a work timeline for the project areas WLSSD reserves the right to hire a different Contractor to complete the project work.

5.0 Equipment/ Personnel

5.1 Deploy and operate the inspection equipment according to the requirements of the Contract Documents. A WLSSD Field Representative will be present to review the CCTV inspection data onsite as it is collected and make recommendations for

improvement. Make operational changes as required to accommodate Field Representative's recommendations for improvement.

5.2 Confined Space Entry Training and equipment are required for this project.

- 5.2.1 Means to retrieve equipment are the responsibility of the contractor.
- 5.2.2 A Safety Plan must be on file, or submitted prior to the start of work.
- 5.2.3 A Safety meeting will be included prior to start of work after Mobilization
- 5.2.4 Training within the past year required
- 5.2.5 Equipment to be included
 - 5.2.5.1 4 gas meter (meters must be within calibration date range)
 - 5.2.5.2 Safety harness and PPE (hard hat, steel toe boots and safety glasses/goggles)
 - 5.2.5.3 Vendor will need to arrange water sources with local utility
 - 5.2.5.4 Tripod and winch or other forms of retrieval equipment
 - 5.2.5.5 Ground protection mats may be required to cover vegetation/pavement in some areas that your vehicles may need to drive over for the work

6.0 Cost and Term

6.1 The Quote Form requests price per linear foot serviced. WLSSD will identify total amount of Interceptor pipe that will need to be serviced. The amount of sanitary sewer interceptor cleaning each year varies. There are no guarantees in the amount to be serviced per year.

6.2 The length of the agreement will be one (1) year with four (4) optional one year extensions for a possible total of five years.

6.3 Rates offered by the contractor in this quote shall be held firm for the initial 1 year period. Price changes may be allowed at the time of contract extension if the Contractor can demonstrate an industry-wide or regional increase in the Contractor's costs.

7.0 Quote Form

The undersigned (identified within this package as Contractor) fully understands the conditions and specifications attached hereto and agrees to supply all labor, equipment, water and material to complete the Western Lake Superior Sanitary District's (identified within this package as Owner, WLSSD, or District) 2024 Root Cutting, Cleaning, and Inspection Project in accordance with said specifications and conditions herein.

WLSSD Interceptor Cleaning and Inspection

Furnish equipment, labor and materials (including water) to clean and inspect portions of future identified Interceptors in accordance with plans provided with this formal quotation package. Contractor shall comply with all WLSSD safety policies and practices.

Post cleaning CCTV inspection videos will be captured using software that conforms with PACP standards and be submitted per the CCTV specification section of the request for quote section of this document. The schedule must be coordinated with WLSSD. Include all costs to perform work.

Item No.	Item	Units	Unit Price
1	Mobilization		\$
2	Root Cutting	LF	\$
3	Jetting, sediment/debris removal	LF	
4	Post Cleaning/Root Cutting CCTV Inspection	LF	\$

Firm Name _____
(Indiv., Partnership, Corp/State of Mn)

Firm Address _____

City State Zip

Phone _____

By _____
Title _____

8.0 Sample Agreement



Clear Answers for Clean Water™

INTERCEPTOR CLEANING
AND ROOT CUTTING
SERVICE AGREEMENT

This AGREEMENT (“Agreement”) is made as of May 1, 2024 by and between Western Lake Superior Sanitary District (“District”) and XXXXXXXX (“Contractor”), which agree as follows:

Project Name: **WLSSD 2024 Interceptor Cleaning and Root Cutting Project**

The scope of the work is: **Supply all labor, equipment and materials, including water, to complete the 2024 Interceptor Cleaning and Root Cutting Project and post CCTV Inspection for portions of the Interceptors in accordance with the plans and specifications included within the Request for Formal Quote package.**

The contractor will coordinate with WLSSD operations personnel to arrange schedule for completing the work.

Start : Agreement Commencing on May 1, 2024
Term of Agreement: 1 year with option of 4 (1) year extensions
Purchase Order: XXXXXXXX

All services shall be performed in accordance with the WLSSD 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.

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

Attachments: 7.0 Quote Form submitted by Contractor, Certificate of Insurance

Western Lake Superior Sanitary District	(“Contractor”)
By: _____	By: _____
2626 Courtland Street Duluth, MN 55806	
Date: _____	Date: _____

**WLSSD CONTRACTED SERVICES
(Non-Construction)
TERMS AND CONDITIONS
January 2023 Version**

The following terms and conditions will apply to the Agreement:

1. Definitions. As used in this herein, “Agreement” means the written instrument which is evidence of the agreement between the Buyer and the Vendor covering the Work. “Buyer” means the Sanitary Board of the Western Lake Superior Sanitary District. “Vendor” means the individual, company, or organization from whom the services are ordered. “Work” means the provision of the services ordered under the Agreement, including furnishing necessary parts, materials, machinery, tools, and equipment. “Documents” means the Agreement including the provisions of any drawings, prints, plans, descriptions, specifications, samples, data and other documents specifically listed in the Agreement (approved shop drawings or other submittals by the Vendor are not Documents unless listed in the Agreement).

2. Agreement Authority; Applicable Terms. The Agreement, when properly signed, is recognized by the Buyer as authority for commencing performance of the Work, supersedes all previous communications and negotiations except as specifically incorporated, and constitutes the entire agreement between the parties. No terms stated by the Vendor in accepting or acknowledging the Agreement shall be binding on the Buyer unless accepted in writing by the Buyer. In particular, 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 the Agreement and any terms or Documents incorporated in the 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 must be completed no later than the date or dates specified in the Agreement.

The Vendor shall submit a monthly invoice, or an invoice based on the timing of invoices set forth in the Agreement, 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. 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, or such other time period as set in the Agreement, including costs incurred through the end of the previous billing period. 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 subcontractors 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.

The Vendor will keep the Buyer’s facilities and property free from the accumulation of waste and rubbish caused by the Work and, upon completion of the Work, will remove all the Vendor’s waste material and tools, equipment, and surplus materials.

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.

Substandard Work, as determined solely by the Buyer, shall be redone at the expense of the Vendor. The Vendor must pay any costs or damages resulting from defective Work. If the Vendor does not make reasonable corrections to the Work, the Buyer may do so at the Vendor’s expense.

5. Warranties. The Vendor warrants that all Work will be: a) of good quality and in conformance with applicable building codes and laws; and b) free from defects in materials and workmanship. The Vendor warrants that it has good and marketable title to all of the parts and materials used in performing the Work and that such parts and materials will be: a) new, unless the Buyer specifies otherwise; and b) free and clear of all liens and encumbrances. The Vendor will obtain for the Buyer's benefit, and assign to Buyer, all manufacturer's warranties applicable to materials or equipment installed by the Vendor. These warranties are in addition to any warranty or service guarantee given by the Vendor to the Buyer or any warranty provided by law. The Vendor shall indemnify the Buyer against any loss or damage, including attorney's fees, and other costs of defending an action arising from the breach of these warranties.

6. Passage of Title; Risk of Loss. The Work, including without limitation all material, equipment, fabricated items, supplies, drawings, data and contract rights of Vendor or its subcontractors intended for the Work, shall be the property of, and title thereto shall pass to, the Buyer at the earliest moment possible subject to the Buyer's obligation to pay Vendor in accordance with the Agreement. Notwithstanding Buyer's title thereto, Vendor will be responsible for the care, custody, control and safe keeping and preservation of all Work including without limitation materials, equipment, fabricated items, supplies and other things furnished by the Buyer, Vendor or its subcontractors and to promptly repair or replace Work which is damaged or lost, and to complete the Work in accordance with the Documents at the time specified.

7. 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 subcontractors, but only to the extent they are caused by the negligent acts or omissions of the Vendor, its employees, and its subcontractors in the performance of 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, subcontractors, 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 occurrence.

D. 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.

E. 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 \$1,000,000 per occurrence.

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

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.

8. Performance and Payment Bonds. ~~If required by the Agreement (contracts in excess of \$175,000), the Vendor will provide the Buyer with a Performance Bond and a Payment Bond, in a form and issued by a surety acceptable to the Buyer, and naming the Buyer as obligee under the bonds, bonding and assuring the Vendor's performance of the Agreement and payment of all persons furnishing labor and materials for the Work. Each bond shall be in the amount of one hundred percent of the amount of the Agreement and shall be delivered to the Buyer prior to starting the work. The premium shall be paid by the Vendor and the bonds shall be maintained in force until delivery of all the services and for one year after the final payment is made, unless a different time period is agreed to by the parties.~~

9. Applicable Law; Compliance with Law. The laws of the state of Minnesota shall govern the Agreement. Vendor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Duluth, Minnesota, in any legal action concerning or relating to this Agreement. In the performance of its obligations pursuant to the Agreement, the Vendor agrees to comply with all applicable provisions of federal, state, and local laws, regulations, and directives, and agrees that the most recent of such provisions will govern the 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.

10. 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.

11. Record-keeping; Audit. The Vendor agrees to keep and maintain during the performance of the Agreement, and for a period of six years following, records and files relating to the financial aspects of the 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 such records, files, and premises.

12. Prompt Payment by Vendor. The Vendor agrees to pay any subcontractors and material suppliers within 10 calendar days of the Vendor's receipt of payment from the Buyer for undisputed services provided by the subcontractor or material supplier. The Vendor shall pay to the subcontractor or material supplier interest of one and one-half percent per month for any part of a month any undisputed amount is not paid on time. On unpaid, undisputed amounts of \$100 or more, the minimum monthly interest rate 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.

13. Workers Compensation; Tax Withholding. 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 subcontractors or material suppliers under the Agreement, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

14. 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 associated with the Vendor has any interest that would conflict in any manner or degree with the provision of services under the Agreement.

15. Termination. The Buyer may terminate the 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 services satisfactorily completed under the Agreement prior to the date of termination.

16. Assignment and Subcontracting. Vendor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Buyer. Vendor shall obtain prior written approval from Buyer before subcontracting any of the services delivered under this Agreement. Vendor remains legally obligated for the performance of all Agreement terms including work performed by third parties under subcontracts and shall be held responsible by Buyer for the performance of any subcontractor whether approved by Buyer or not. All subcontracted services shall be subject to all applicable provisions of this Agreement.

17. Working Conditions in Buyer Premises. If any work to be performed hereunder is to be performed at Buyer's premises (the "Work Site"), Vendor hereby warrants and represents that it has inspected the Work Site and is familiar with all working conditions, Buyer's operation of facilities and rules which exist there and subsurface conditions, and that it has made due allowance for such conditions and rules in its price calculations and estimate of time for completion.

18. 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. Basic PPE consists of: hardhat, safety shoes, safety glasses or goggles and reflective vest if working in an area where there are motorized vehicles present. 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.

19. Commissioner of Health Licensing, Certifications, and Rules. All asbestos-related work or asbestos management activity, if any, performed by the Vendor under the Agreement shall be performed: a) by persons or subcontractors 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 the Agreement) issued by the Commissioner of Health under the Minnesota Asbestos Abatement Act.

20. Consistency with Solid Waste Management Plan. Vendor represents that all disposal of solid waste, if any, under this Agreement will be consistent with the WLSSD solid waste management plan and the WLSSD Solid Waste Ordinance.

21. 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.