



## OFFICIAL NOTICE TO BIDDERS

### WESTERN LAKE SUPERIOR SANITARY DISTRICT West Odorous Air Biofilter Cell Replacement

### WLSSD WASTEWATER TREATMENT FACILITY DULUTH, MINNESOTA

### WLSSD BID NO. 1516

Sealed Bids for the West Odorous Air Biofilter Cell Replacement - WLSSD Bid No. 1516 will be received by Western Lake Superior Sanitary District, at the reception desk at the Western Lake Superior Sanitary District (WLSSD) office, 2626 Courtland Street, Duluth, MN 55806-1894, until 2:00 p.m., local time on the 21st day of May, 2026, at which time the Bids received will be opened and read aloud.

The West Odorous Air Biofilter Cell Replacement project generally consists of removing and replacing approximately 1,130 cubic yards of existing wood chips and 275 cubic yards of stone plenum from one of three biofilter cells (the west cell). Conditional work includes removing and replacing any perforated PVC air distribution piping and drain line that is broken.

The Bidding Documents are on file for inspection at the Western Lake Superior Sanitary District, Duluth, Minnesota. Complete digital project bidding documents are available at [http://wlssd.com/doingbusiness\\_proposals.php](http://wlssd.com/doingbusiness_proposals.php) or [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for \$25 by inputting Quest project #10187350 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Original project drawings are available upon request. An optional paper set of project documents is also available from the Owner for a nonrefundable price of \$100 per set (drawings will be 11x17). Contact WLSSD at 218-722-3336 for printed bidding documents.

Questions regarding the bid documents should be directed to WLSSD attention: Bryce Radig (email: [bryce.radig@wlssd.com](mailto:bryce.radig@wlssd.com)).

**MANDATORY PRE-BID CONFERENCE:** A mandatory pre-bid conference will be held prior to the Bid opening on Wednesday, May 13<sup>th</sup>, 2026, at 10:00am. at Western Lake Superior Sanitary District, 2626 Courtland Street, Duluth, MN 55806-1894, to familiarize Bidders with this Project. **The pre-bid conference is mandatory for Bidders.** Representatives of the Owner and Engineer will be present to discuss the project. A site tour will be conducted as part of the mandatory pre-Bid conference. During the mandatory pre-Bid conference, prospective bidders will have the opportunity to ask questions relating to bidding or constructing the work

under this contract. If deemed appropriate by the Engineer, questions that cannot be addressed by direct reference to the bidding documents will be the subject of an addendum issued to all plan holders. **A bid submitted by a Bidder that did not attend the mandatory pre-bid conference will be deemed non-responsive and will cause such bid to be returned unopened.**

BID SECURITY: Bid Security in the amount of not less than 5% of the Bid shall accompany each Bid in accordance with the Instructions to Bidders.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall furnish a Performance Bond and a Payment Bond each in an amount equal to the Contract Price.

BID REJECTION/ACCEPTANCE: The Owner reserves the right to reject any and all Bids, waive informalities in bidding, or to accept the Bid or Bids, which best serves the interests of the Owner.

BID WITHDRAWAL: No Bid shall be withdrawn for a period of 60 days after the scheduled opening of the bids without the consent of Owner.

Published by authority of the Western Lake Superior Sanitary District  
By: Bryce Radig, Buyer

**0.0 BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b>  Name: <b>[Full formal name of Bidder]</b>  Address (<i>principal place of business</i>):  <b>[Address of Bidder's principal place of business]</b></p>	<p><b>Surety</b>  Name: <b>[Full formal name of Surety]</b>  Address (<i>principal place of business</i>):  <b>[Address of Surety's principal place of business]</b></p>
<p><b>Owner</b>  Name: <b>Western Lake Superior Sanitary</b>  Address (<i>principal place of business</i>):  <b>2626 Courtland Street  Duluth, MN 55806</b></p>	<p><b>Bid</b>  Project (<i>name and location</i>):  <b>West Odorous Air Biofilter Cell Replacement, Bid #1516</b>   Bid Due Date: <b>May 21, 2026</b></p>
<p><b>Bond</b>  Penal Sum: <b>[Amount]</b>  Date of Bond: <b>[Date]</b></p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
11. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
12. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**0.1 CERTIFICATION OF BIDDER’S EXPIEREINCE AND QUALIFICATIONS**

The undersigned Bidder certifies that Bidder is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Minnesota to do the type of work required under terms of the contract documents. Bidder further certifies that Bidder is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements of the Instructions to Bidders, the Bidder represents that Bidder is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that Bidder is aware of such peculiar risks and that Bidder has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this \_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Contractor's License No. and State

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title of Signatory

## 0.2 CERTIFICATION OF BIDDER'S PROJECT UNDERSTANDING

The undersigned Bidder certifies that Bidder fully understands the nature and complexity of the Work as it relates to the existing facilities. The Bidder certifies that the site investigations performed by the Bidder prior to and in preparation of its Bid have provided adequate understanding of the work and the existing facilities in order that, if awarded the Contract, the Bidder can and will comply with all provisions of the Contract, for its lump sum Bid price, and within the contractual schedule milestone dates specified.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title of Signatory

**0.3 STATE OF MINNESOTA RESPONSIBLE CONTRACTOR REQUIREMENT AFFIDAVIT**

State of \_\_\_\_\_ )

ss.

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She is the \_\_\_\_\_, of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed of the State of Minnesota Responsible Contractor Requirements enacted by the Legislature of the State of Minnesota in Chapter 253 – H.F.No 1984;
- (3) A contractor responding to this solicitation document shall submit to the OWNER a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.
- (4) The term ‘responsible contractor’ as used in this solicitation document means a contractor as defined in Minnesota statutes, section 16C.285, subdivision 3.
- (5) Any prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project.
- (6) A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement.
- (7) A prime contractor shall submit to the OWNER upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, section 16C.285, subdivision 3, clause 7.
- (8) CONTRACTOR shall provide verification that all first-tier subcontractors that he/she intends to retain meet the minimum criteria to be identified as a ‘responsible contractor’ as listed in the legislation. List all first-tier subcontractors that are verified for work under these provisions in the list below. The OWNER reserves the right to request a submittal of verification for all subcontractors. CONTRACTOR shall provide the OWNER with any changes to the first tier subcontractor list if changes are made during the project.

BY \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission expires on \_\_\_\_\_



## **1.0 BACKGROUND INFORMATION**

The Western Lake Superior Sanitary District provides solid waste management and water resource recovery services for a 530 square mile region around St. Louis and Carlton Counties. As part of the Clean Water Production process, the District owns and operates biofilters for odorous air control. The biofilters consist of PVC laterals buried under wood chip media, stone plenum, and sand. The odorous air is treated as it moves upwards from the laterals through the media layers.

## **2.0 SCOPE OF SERVICES**

The West Odorous Air Biofilter Cell Replacement project generally consists of removing and replacing approximately 1,130 cubic yards of existing wood chips and 275 cubic yards of stone plenum from one of three biofilter cells (the west cell). Conditional work includes removing and replacing any perforated PVC air distribution piping and drain line that is broken. The work shall include, but is not limited to, the following:

### **DEMOLITION AND REMOVAL**

- Remove and dispose of existing wood chip media, stone plenum, snow fence (construction mat), construction liner, abandoned sprinkler lines, and all other materials generated during the demolition phase from the west biofilter cell. The Contractor shall be responsible for the handling, transport, and proper disposal of all such materials. Wood chip media consists primarily of decomposing wood chips and organic matter and is non-hazardous.

### **INSPECTION**

- Inspect air distribution piping and drain lines.
- Identify damaged components requiring repair or replacement.

### **CONDITIONAL REPAIR WORK**

- Repair or replace damaged perforated PVC air distribution piping and sections of the drain line, as necessary. One such repair has been identified.

### **SUBGRADE PREPARATION**

- Re-grade and prepare the sand layer to provide a suitable base for liner installation.

### **INSTALLATION**

- Furnish and install new construction liner, including proper fitting around and under drain lines, and secure/anchor in place.
- Install new stone plenum; stone shall be double washed onsite or accompanied by documentation verifying it has been washed prior to delivery.
- Install new construction mat (snow fence) above the stone plenum.
- Furnish, mix, wet, and install a 66-inch layer of wood chip media.

## SURVEY, CLEANING, AND CLOSEOUT

- Jet clean biofilter air laterals in the west cell using high-pressure water. Owner may also choose to televise the biofilter laterals to confirm proper installation after jetting is complete.
- Provide a survey of the finished top elevation of the biofilter wood chip layer.
- Restore the site to original conditions, including grading and seeding of all disturbed areas.

## 2.1 SPECIFICATIONS

### BIOFILTER WOOD CHIP MEDIA SPECIFICATIONS

The biofilter wood chip media must be wetted, hardwood wood chips. Oak chips are preferred. The wood chips must be free of foreign objects such as rocks, stone, glass, and nails. The wood chips must not contain more than eight percent (8%) bark and the averaged particle size distribution must be as follows:

<u>PERCENT BY VOLUME</u>	<u>SIEVE RANGE</u>
20-40%	3/8"-1"
20-40%	1"-2"
20-40%	2"-3"
0-20%	3"-4"

The wood chip media must be placed immediately following wetting. No settling or drying of the media shall occur before the startup of the system.

### STONE PLENUM SPECIFICATIONS

The stone plenum must be double-washed, round river rock. The stone must not be of limestone origin. The stone average particle size distribution must be as follows:

<u>PERCENT PASSING</u>	<u>SIEVE RANGE</u>
>95%	1"
<15%	3/4"
<10%	1/2"
<0-5%	3/8"
<0%	#4

### POLYETHYLENE PIPING SPECIFICATIONS

The polyethylene (PE) pipe laterals shall meet standard CPP-ASTM-F-667-"S".

## POLYVINYLCHLORIDE PIPING SPECIFICATIONS

The polyvinylchloride (PVC) pipe laterals shall be schedule 40.

## LINER SPECIFICATIONS

The polyvinylchloride (PVC) liner shall be 30 mil.

## **2.2 APPENDICES**

APPENDIX A. PROJECT SITE

APPENDIX B. BIOFILTER CROSS SECTION

**3.0 BID FORM**

The undersigned has read and fully understands the nature of the services requested and can meet the stated specifications, Terms and Conditions stated herein. This Bid Form, and Bid Bond must be returned to the District in a sealed envelope and clearly marked, **“West Odorous Air Biofilter Cell Replacement - WLSSD Bid 1516”** on or before, **2:00 pm, local time, May 21st, 2026**, and addressed:

Bryce Radig, Buyer  
Western Lake Superior Sanitary District  
2626 Courtland Street  
Duluth, MN 55806

\$ \_\_\_\_\_ (Numeric Figures)                      \_\_\_\_\_ (Dollars Expressed in Words)

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

Firm Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

4.0 SAMPLE AGREEMENT



PROJECT AGREEMENT

This AGREEMENT ("Agreement") is made as of (date) by and between Western Lake Superior Sanitary District ("District") and ("Vendor"), which agree as follows:

Project Name: (Update)

The scope of the work is: (Update)

The schedule to perform the work is: Start: (Update) Completion: (Update)

All services shall be performed in accordance with the WLSSD Project Agreement 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: (Update)

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

("Vendor")

By \_\_\_\_\_

By \_\_\_\_\_

2626 Courtland Street
Duluth, MN 55806

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WLSSD CONTRACTED SERVICES  
(Construction)  
TERMS AND CONDITIONS**

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. 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, 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](mailto: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.

The Vendor must file IC-134 form with the Minnesota Department of Revenue. Forms are available by contacting the Minnesota Department of Revenue or their web site at [www.revenue.state.mn.us](http://www.revenue.state.mn.us). Final payment will not be approved unless the Vendor provides documentation that the IC-134 form has been filed with the Minnesota Department of Revenue.

**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.

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.

Vendor shall have full responsibility for reviewing and verifying all information pertaining to underground utility locations and for the safety and protection thereof and for repairing any damage resulting from the Work, the cost of which will be considered as having been included in the contract price.

Substandard Work, as determined solely by the Buyer, shall be redone at the expense of the Vendor. Any Work that, in the Buyer's reasonable opinion, fails to meet the Buyer's requirements will be specified in a punch-list and must be promptly corrected by 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, 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 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.

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 \$50,000), 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 materialmens 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 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.

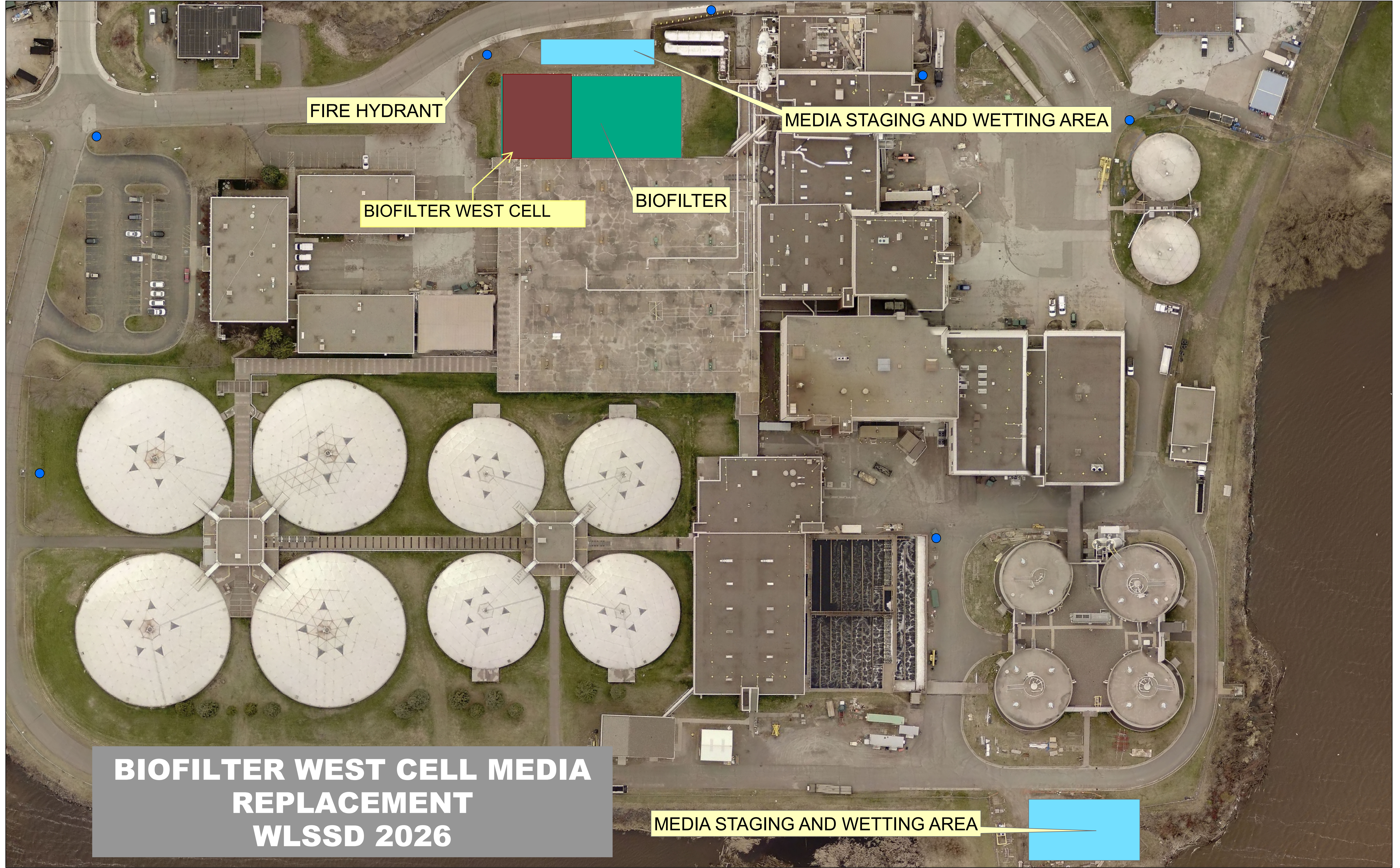
**18. Safety.** The Vendor is responsible for safety of its employees at the jobsite. At a minimum, the Vendor and its employees shall comply with applicable Occupational Safety and Health Administration (OSHA) Regulations. Vendor must provide Personal Protective Equipment to its employees. Basic PPE 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 drug-free employees to the jobsite. Vendor agrees to advise its employees that alcohol and drugs 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.



FIRE HYDRANT

MEDIA STAGING AND WETTING AREA

BIOFILTER WEST CELL

BIOFILTER

**BIOFILTER WEST CELL MEDIA REPLACEMENT WLSSD 2026**

MEDIA STAGING AND WETTING AREA

# APPENDIX B. BIOFILTER CROSS SECTION

