Resource Renew
Request for Proposals

Emergency Contracted Services

RFP 1521

October 27th, 2026

Western Lake Superior Sanitary District
2626 Courtland Street, Duluth, MN 55806
resourcerenew.com

REQUEST FOR PROPOSALS
Emergency Contracted Services
Resource Renew RFP# 1521

Western Lake Superior Sanitary District (Resource Renew) is requesting proposals for Emergency Contracted Services to be submitted on or before **2:00 p.m., local time, December 8th, 2026**. The intent of this RFP is to develop a list of qualified Vendors to perform various sanitary sewer system repair and operational services for Resource Renew. This includes: sewer repair, trucking services, sewer and process line services, spill response, manhole repairs, miscellaneous interior and exterior painting, dust control, portable toilets, electrical work, mechanical maintenance work, IS services, and general site work.

Each proposal must be in a sealed envelope and clearly marked:

"**Resource Renew Emergency Contracted Services - RFP #1521**" and addressed to:

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

Copies of this RFP may be obtained by either calling 218-740-4794, emailing bryce.radig@resourcerenew.com, or online at https://resourcerenew.com/doing-business/bids-proposals/.

Resource Renew reserves the right to reject any or all proposals and to select the proposals deemed to be in the best interest of the organization. All proposals will become public data upon completion of the evaluation, unless clearly marked as trade secret information.

1.0 PROJECT TIMELINE

1.1 Project Timeline

Proposals Issued:	Tuesday, October 27th, 2026
Questions Received by:	Tuesday, November 10th, 2026
Responses Posted by:	Friday, November 20th, 2026
Proposals Due:	Tuesday, December 8th, 2026 by 2:00 p.m.

1.2 Questions

Questions regarding this request for proposals will be accepted until Tuesday, November 10th, 2026 **at 2:00 p.m., local time**. Questions must be emailed to Bryce Radig at bryce.radig@resourcerenew.com. Responses will be posted online at https://resourcerenew.com/doing-business/bids-proposals/ as a numbered addenda by end of day on Friday, November 20th, 2026.

2.0 BACKGROUND INFORMATION

Resource Renew provides solid waste management and wastewater treatment services for a 530-square-mile region around St. Louis and Carlton Counties. Resource Renew's wastewater treatment plant and solid waste transfer facility are located at 2626 Courtland Street in Duluth, MN. The wastewater facility treats an average flow of 40 million gallons per day (MGD). Additionally, Resource Renew operates the Materials Recovery Center at 4587 Ridgeview Road in Duluth. It serves as a drop-off, collection, and re-use center for area residents.

Resource Renew operates and maintains approximately 76 miles of interceptor sewers, 920 manholes and metering stations, and 18 pump stations. These facilities are in both St. Louis and Carlton Counties, connecting local municipal sewers to the Resource Renew collection system.

Approximately forty-three percent of the interceptor sewers are gravity-driven, ranging in size from 8 to 72 inches and two tunnel sections. Approximately fifty-seven percent of the interceptor sewers are force mains, ranging in size from 6 to 54 inches. Materials for the majority of pipes are PVC, VCP, RCP, DIP, or HDPE. Several pipes are lined with cured-in-place pipe (CIPP).

3.0 SCOPE OF WORK

Resource Renew seeks qualified Vendors who possess the expertise, capacity, and experience to respond and mobilize promptly, when necessary, to a variety of contract services. It is the intent of Resource Renew to use these proposals to contract work that is either emergency in nature, **or** routine work costing less than an accumulative $25,000 per year. Accumulative work approaching and/or exceeding $175,000.00 will require the approval of the District Board. This is not exempted by this RFP or any resulting agreement.

Based on the nature of the work, the quantity is unknown. Resource Renew cannot guarantee any amount of work or total dollar amount to result from this RFP.

Time is of the essence for all work deemed an emergency. Vendors will identify their response time and capacity for emergency service work.

3.1 Proposal Categories

Terms and Conditions listed are only for reference of what may be applicable. All five sets of terms and conditions may be applicable if you are responding to multiple categories/services. Copies of each set may be found in appendices A-E. Terms and conditions in this RFP are for reference only and are subject to change. Prospective Vendors may respond to any or all the following categories:

Sewer Repair Services – *Construction Terms and Conditions*

1. Site Excavation
2. Hydrovactor
3. Forcemain Pipe Repair
4. Gravity Pipe Repair
5. Flow Diversion Pumping

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Trucking Services – *Non-Construction Terms and Conditions*

1. Tanker Truck
2. Septic Hauling
3. Material Hauling – *Mostly loose earth, gravel, brush, sand. No enclosed pallet hauling.*

Sewer Line Services – *Construction, Non-Construction, and Professional Services (Technical) Terms and Conditions*

1. Sewer Vactor & Hydraulic Cleaning Equipment
2. Blockage & Root Removal
3. CCTV
4. Grouting
5. Reinstatement and/or Abandonment of Lateral Connection
6. Hot Tapping/Line Stopping
7. Emergency Leak Repair

Spill Response – *Construction and Non-Construction Terms and Conditions. Pollution Liability Coverage is Required, Refer to Terms & Conditions*

1. Site Cleanup
2. Remediation Services
3. Hydrovactor

Manhole Repairs – *Construction Terms and Conditions*

1. Grouting
2. Waterproofing, Exterior Membrane Wrap, Internal Chimney Seal
3. Replacement or resetting of casting
4. Concrete Rehabilitation
5. General Manhole Reconstruction/Repair

Miscellaneous Painting: *pipes, walls, floors, etc. – Construction Terms and Conditions*

1. Interior
2. Exterior

Dust Control – *Construction and Non-Construction Terms and Conditions*

1. Water
2. Calcium Chloride

Portable Toilets – *Non-Construction Terms and Conditions*

1. Temporary
2. Seasonal

Electrical Services – *Construction, Non-Construction, and Professional (Eng/Design & Technical) Terms and Conditions*

1. Servicing, troubleshooting, and/or installation of electrical distribution systems ranging from 5 to 13,800 volts.
2. Servicing, troubleshooting, and/or installation of control circuit systems related to industrial water process systems.
3. Programming and troubleshooting support for PLCs and Operational Technology (OT) devices.
4. Servicing, troubleshooting, and installation of instruments related to industrial water process systems.
5. General electrical labor.

IS Services – *Professional Terms and Conditions (Eng/Design & Technical)*

1. Cimplicity SCADA programming, support, and troubleshooting.
2. VMware hardware and configuration support.
3. Network configuration, support, and troubleshooting.
4. Avaya phone configuration, support, and troubleshooting.

Mechanical Maintenance and Welding – *Construction and Non-Construction Terms and Conditions*

1. Welding and fabrication of carbon steel, stainless steel, and other materials.
2. Repair and installation of piping, supports, platforms, guards, and other metal components.
3. Maintenance, repair, removal, and/or installation of pumps, valves, conveyors, gearboxes, bearings, and related mechanical equipment.
4. Equipment alignment, rigging, and assistance during scheduled shutdowns.
5. Emergency repairs and troubleshooting.

General Site Work & Equipment Rental – *Construction and Non-Construction Terms and Conditions. See Item 13.*

1. Gravel Road Repair
2. Asphalt Repair
3. Concrete Work
4. Soil Erosion Control
5. Vegetation Restoration
6. Silt Fence Installation and Removal
7. Site Clearing
8. Tree Removal
9. Hydrovactor – Biofilter Media Removal
10. Sweeping of parking lots and roadways
11. Fencing Repair & Installation
12. Roof Repairs – *tar and sealing*
13. Purchase of delivered gravel -*Product Procurement Terms & Conditions*
14. Overhead and Service Door Repairs
15. All-terrain fork truck rental.
16. Mini-excavator rental.

3.3 Agreement Length

Upon qualification approved by Resource Renew and receipt of required insurance documentation, the Vendor will be placed on the Resource Renew qualified Vendor list and offered an Agreement. The term of the Agreement shall begin January 1, 2027 and end December 31, 2029. Resource Renew expects to enter into new agreements, through a new request for proposals, beginning January 1, 2030. Prices provided by Vendor shall remain firm from January 1, 2027 through December 31, 2027 and shall thereafter be adjusted only as provided in Section 3.3.

3.4 Price Adjustments

Annual CPI Adjustment. Effective January 1, 2028, and again on January 1, 2029, all rates in the Vendor's fee schedule, including labor, equipment, and other unit rates, shall be adjusted automatically by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, All Items, not seasonally adjusted (1982–84=100), published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS series CUUR0200SA0, available at https://data.bls.gov/timeseries/CUUR0200SA0), for the twelve (12) month period ending in October of the preceding year. The percentage change shall be calculated as (October index of the preceding year ÷ October index of the year before that − 1) × 100, rounded to one decimal place. The Bureau of Labor Statistics publishes the October index each November. If the October index is not published, the most recent twelve (12) month period for which the index is available shall be used. The adjusted rates apply to work performed on or after January 1 without further action by either party. Resource Renew may send notice of the adjustment percentage to the Vendor's designated billing contact; however, the adjustment takes effect whether or not notice is sent. Material and subcontractor markup percentages are not subject to the CPI adjustment.

Vendor-Requested Adjustments. In addition to the annual CPI adjustment, the Vendor may submit a written request to adjust specific rates due to market conditions, such as significant changes in material, fuel, or labor costs, or seasonal pricing. Each request must identify the rates to be changed, state the reason for the change, and include supporting documentation. Requests must be submitted to the Resource Renew Buyer at least sixty (60) days before the proposed effective date. Adjusted rates take effect only upon Resource Renew's written approval. Resource Renew may approve, deny, or negotiate any request, and the rates then in effect continue to apply until a request is approved.

4.0 DEFINED RESPONSIBILITIES

4.1 Resource Renew Responsibilities. Resource Renew shall provide for the following:

- Identify and assess the specific planned and unplanned projects. This includes notifying Vendor and describing the type, extent, and location of the problem.
- Resource Renew must authorize Vendor to perform requested work.
- Resource Renew must approve proposed methods.
- Resource Renew will maintain communication with Vendor throughout the repair process.
- Resource Renew will provide as-built plans, maps, GIS locations, and other data to assist the Vendor with locating and performing the repair.
- Resource Renew will isolate electrical, mechanical, and hydraulic controls where applicable.
- Resource Renew will inspect Vendor's work to ensure quality standards are met.
- Resource Renew will notify business and residential customers in areas affected.

4.2 Vendor Responsibilities. The Vendor shall provide for the following:

- Vendor shall mobilize and provide all qualified labor, all appropriate machinery, equipment, tools, and material to perform the work in an efficient and safe manner.
- Vendor must contact Gopher State One Call for locates prior to excavation in coordination with Resource Renew.
- 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.
- Vendor shall notify Resource Renew staff when work will commence.
- Vendor will isolate and cordon off affected areas to prevent harm to the public and environment.
- Vendor must set up traffic control barricades in accordance with MnDOT's Temporary Traffic Control Field Manual and provide lane closures in work areas where applicable.
- Vendor must perform work in a safe manner, at a level that meets or exceeds Resource Renew safety policy. Vendor must provide and maintain the use of confined space safety equipment when applicable.
- Vendor must comply with OSHA excavation site safety requirements, including the use of trench boxes when necessary.
- Vendor must report work progress to the assigned Resource Renew employee.
- Vendor must meet all Contract conditions and Resource Renew Standards and Details for all work performed. Substandard work, as determined solely by Resource Renew, shall be redone or credited at the expense of the Vendor.

5.0 PROPOSAL EVALUATION

Submitted proposals will be reviewed and evaluated by a committee established by Resource Renew. Proposals will be evaluated based on the following criteria:

- Responsiveness to the RFP
- The ability, capacity, and expertise to perform the requested services
- Experience with Resource Renew or other qualified references
- Equipment and labor rate schedules
- Response time and equipment availability
- Project familiarity/association
- Special expertise

Vendors' proposals that meet the above criteria will be placed on the Resource Renew qualified Vendor list for specified services. In the case that there are multiple qualified vendors to select from, the District is not bound to any preference. Selections will be made based on proximity, response time, and capacity.

6.0 PROPOSAL FORM SUBMISSION

Interested Vendors must submit the following with their proposal:

6.0 Cover Letter The cover letter should be limited to two (2) pages and must include the Vendor's contact information, a description of the Vendor's related experience in this area, and its capacity to perform these services. Please include a list of any potential subcontractors that may be utilized for these services.

6.1 Rate Schedule Vendors must submit rates for any or all of the categories in Section 7.0.
Provide a rate schedule that includes the following:

- Hourly, overtime, weekend, and holiday rates of all personnel
- Itemized schedule of equipment rates, including type and size of equipment available (backhoe, excavator, dump truck, etc.)
    - *Indicate whether equipment rates include the operator, or if operator rates are separate.
- Include rates for material markups and subcontractor markups.
    - Resource Renew will not accept invoices above the material or subcontractor markup indicated in the submitted proposal.
- Include effective dates (rates must be effective January 1, 2027 through December 31, 2027).
- Include minimum call-out charges, mobilization fees, and travel time, if any.

6.2 Proof of Insurance Coverage Submitted proposals must include evidence of coverage. Refer to the terms and conditions for minimum insurance coverage.
6.3 Services Offered and Emergency Response Forms Complete the Section 7.0 Services Offered form, including the Emergency Response Times, Capabilities, and Capacities table, and sign the Proposal Signature Form.
6.4 References Provide at least three (3) references from public agencies or utilities for which the Vendor has performed similar services within the last five (5) years, including contact name, phone number, and email.
6.5 Licenses and Responsible Contractor Verification Provide copies or numbers of all licenses required for the services offered (e.g., Minnesota electrical contractor license). Vendors offering construction services must submit a signed Responsible Contractor Verification of Compliance in accordance with Minn. Stat. § 16C.285.

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7.0 SERVICES OFFERED

Please circle "Yes" or "No" for areas of services offered.
Vendors may respond to any or all of the categories. Indicate areas where you plan to subcontract work. If you need additional space to detail rates, ranges, or limitations, then please attach an additional sheet and label each detail with its corresponding service.

Business Name: _____

Sewer Repair Services			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Site Excavation	Yes / No		
Hydrovactor	Yes / No		
Forcemain Pipe Repair	Yes / No		Indicate Size Limitations:
Gravity Pipe Repair	Yes / No		Indicate Size Limitations:
Flow Diversion Pumping	Yes / No		Indicate Flow Capacity Limitations or Ranges:
Trench Box Availability	Yes / No		
Material Availability: Pipe, Repair Sleeves, Clamps, Etc.	-		List Available Repair Materials:
Trucking Services			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Tanker Truck	Yes / No		Indicate Truck Sizes: Indicate Maximum Lift:

Septic Hauling	Yes / No		Indicate Truck Sizes: Indicate Maximum Lift:
Material Hauling	Yes / No		Indicate Truck Types and Sizes
Sewer Line Services			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Sewer Vactor & Hydraulic Cleaning Equipment	Yes / No		
Blockage & Root Removal	Yes / No		
CCTV	Yes / No		Indicate type of equipment and software used:
Grouting	Yes / No		Indicate Size Range:
Reinstatement of Lateral Connection	Yes / No		
Abandonment of Lateral Connection	Yes / No		
Hot Tapping/Line Stopping	Yes / No		Indicate Size Range:
Emergency Leak Repair	Yes / No		
Spill Response			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Site Cleanup	Yes / No		
Remediation Services	Yes / No		
Hydrovactor	Yes / No		

Manhole Repairs			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Grouting	Yes / No		
Waterproofing	Yes / No		
Exterior Membrane Wrap	Yes / No		
Internal Chimney Seal	Yes / No		
Replacement or Resetting of Casting	Yes / No		
Concrete Rehabilitation	Yes / No		
General Manhole Reconstruction/Repair	Yes / No		
Miscellaneous Painting – Pipes, Walls, Floors, Etc.			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Interior	Yes / No		
Exterior	Yes / No		
Dust Control			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Water	Yes / No		
Calcium Chloride	Yes / No		
Portable Toilets			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Temporary	Yes / No		
Seasonal	Yes / No		
Electrical Services			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Servicing, troubleshooting, and/or installation of electrical distribution systems ranging from 5 to 13,800 volts.	Yes / No		
Servicing, troubleshooting, and/or installation of control circuit systems related to industrial water process systems.	Yes / No		
Programming and troubleshooting support for PLCs and Operational Technology (OT) devices.	Yes / No		

Servicing, troubleshooting, and installation of instruments related to industrial water process systems.	Yes / No		
General electrical labor.	Yes / No		
IS Services			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Cimplicity SCADA programming, support, and troubleshooting	Yes / No		
VMware hardware and configuration support	Yes / No		
Network configuration, support, and troubleshooting	Yes / No		
Avaya phone configuration, support, and troubleshooting	Yes / No		
Mechanical Maintenance and Welding			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Welding and fabrication of carbon steel, stainless steel, etc.	Yes / No		
Repair and installation of piping, supports, platforms, guards, and other metal components.	Yes / No		
Maintenance, repair, removal, and/or installation of pumps, valves, conveyors, gearboxes, bearings, and related mechanical equipment.	Yes / No		
Equipment alignment, rigging, and assistance during scheduled shutdowns.	Yes / No		
Emergency repairs and troubleshooting.	Yes / No		
General Site Work			
Service	**Availability (Circle One)**	**Rates**	**Ranges, Limitations, and Notes**
Gravel Road Repair	Yes / No		
Asphalt Repair	Yes / No		
Concrete Work	Yes / No		
Soil Erosion Control	Yes / No		
Vegetation Restoration	Yes / No		

Silt Fence Installation	Yes / No		
Site Clearing	Yes / No		
Tree Removal	Yes / No		
Hydrovactor – Biofilter Media Removal	Yes / No		
Sweeping Parking Lots and Roadways	Yes / No		
Fencing Repair & Installation	Yes / No		
Roof Repairs – Tar and Sealing	Yes / No		
Purchase of Delivered Gravel	Yes / No		
Overhead and Service Door Repairs	Yes / No		
All-terrain fork truck rental	Yes/No		
Mini-Excavator rental	Yes/No		

Emergency Response Times, Capabilities, and Capacities	
Please indicate how you can respond to unplanned emergency services by answering the following prompts.	
Prompt	**Response**
When Resource Renew calls for unplanned emergency services, who can we expect to answer? If no one answers immediately, how quickly can we expect a response?	
What is the maximum amount of time that could pass between an emergency call-out and your team arriving on-site? Please list times for both St. Louis County and Carlton County.	
If an emergency response needs to span multiple days, is there a maximum amount of time that you can commit to continuous response?	
What is the minimum crew size you can deploy for an emergency response? What additional crew sizes can you deploy, and under what conditions?	
Do your staffing levels or deployment capabilities change during nights, weekends, or holidays? If yes, please describe.	
What equipment (e.g., vactors, excavators, hydrovactors) can be mobilized for an emergency callout? What's the maximum amount of equipment that can be mobilized at	

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once?	
Do weather conditions (e.g., extreme cold or snow) affect your stated response times? If so, explain how.	
Do all responding crew members maintain annual Confined Space Entry training?	
If you would like to list any additional capabilities, constraints, or other notes, then please do so here.	

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Proposal Signature Form

The undersigned has read and understands the proposal's general terms and conditions and can provide these services to Resource Renew at the rates stated herein. Vendor certifies that the organization listed below can complete all duties specified within the RFP and all terms and conditions satisfactorily and pursuant to federal, state, and local regulations. Note any exceptions or alternatives.

Name of Company _____

Street Address _____

City/Zip _____

Phone _____

Email _____

Name and Title _____

Authorized Signature _____ Date _____

Addenda Acknowledged: No. _____ No. _____ No. _____ No. _____

Conflict of Interest Disclosure: Vendor discloses below any actual or potential organizational conflict of interest. If none, write "None."

_____

Emergency Contact (name and number that Resource Renew will contact in the event of an emergency):

Emergency Contact Name _____

Emergency Contact Phone Number _____

OR

Emergency Contact Name _____

Emergency Contact Phone Number _____

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Billing and Rate Notice Contact (person who will receive invoice questions and annual CPI adjustment notices):

Name _____ Email _____

Phone _____

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SAMPLE AGREEMENT

This AGREEMENT ("Agreement") is made as of XXXX XX, 2026, by and between Western Lake Superior Sanitary District ("District") and XXXXXXXXXX ("Contractor"), which agree as follows:

Project Name: Resource Renew RFP 1521 – Emergency Contracted Services

The scope of the work is: The availability of the proposed services, service levels, and rates in Section 7.0 – Services Offered.

The Contractor will coordinate with WLSSD personnel to arrange a schedule for completing the work. Notwithstanding Section 3 of the Terms and Conditions, the District may request, and the Contractor may perform emergency work at any time, including nights, weekends, and holidays, at the rates in the Contractor's proposal.

The term of the agreement is: Start: January 1, 2027
End: December 31, 2029

Pricing: All proposed prices are firm for the period of January 1, 2027 through December 31, 2027 and shall thereafter be adjusted as described in Section 3.3 of the RFP

All services shall be performed in accordance with the WLSSD Terms and Conditions, which are 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.

Western Lake Superior Sanitary District

By_____ By _____

Date: _____ Date: _____

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Duluth, MN 55806

SAMPLE

APPENDIX A
WLSSD CONTRACTED SERVICES
(Construction)
TERMS AND CONDITIONS
November 2024 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. 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 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 . 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 occurance.

D. If required by the Agreement, 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 occurance.

F. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew coverage, either in whole or in part, without at least 60 days prior written notice by Vendor to Buyer. Failure to provide such notice shall constitute default by Vendor. Insurers shall provide Buyer 30 days advance written notice of cancellation 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. <u>Performance and Payment Bonds</u>. 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. Worker's Compensation; Tax Withholding. Vendor represents that it is in compliance with the Worker's 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 Work Site. 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.

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APPENDIX B
WLSSD CONTRACTED SERVICES
(Non-Construction)
TERMS AND CONDITIONS
November 2024 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. 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 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 Vender, 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 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 occurance.

D. If required by the Agreement, 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 occurance.

F. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew coverage, either in whole or in part, without at least 60 days prior written notice by Vendor to Buyer. Failure to provide such notice shall constitute default by Vendor. Insurers shall provide Buyer 30 days advance written notice of cancellation 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 $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. Worker's Compensation; Tax Withholding. Vendor represents that it is in compliance with the Worker's 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 Work Site. 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.

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APPENDIX C
WLSSD PROFESSIONAL SERVICES AGREEMENT
(Engineering/Design)
TERMS AND CONDITIONS
November 2024 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 Vender, 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 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. If required by the Agreement, 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 occurance.

G. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew coverage, either in whole or in part, without at least 60 days prior written notice by Vendor to Buyer. Failure to provide such notice shall constitute default by Vendor. 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.

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 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 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. Worker's Compensation; Tax Withholding. In acordance 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.

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APPENDIX D
WLSSD PROFESSIONAL SERVICES AGREEMENT
(Technical)
TERMS AND CONDITIONS
November 2024 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 technical services 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 Vender, 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 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. If required by the Agreement, 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.

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 $1,000,000 per occurance.

G. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew coverage, either in whole or in part, without at least 60 days prior written notice by Vendor to Buyer. Failure to provide such notice shall constitute default by Vendor. Insurers shall provide Buyer 30 days advance written notice of cancellation 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.

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 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 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. Worker's Compensation; Tax Withholding. In acordance 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 on the property of the Buyer. 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.

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APPENDIX E
WLSSD PRODUCT PROCUREMENT
TERMS AND CONDITIONS
November 2024 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 or the purchase and delivery of product. "Buyer" means the Sanitary Board of the Western Lake Superior Sanitary District. "Vendor" means the individual, company, or organization from whom the products are ordered. "Product" means the product ordered under the Agreement. "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 by Buyer and Vendor, is recognized by the Buyer as authority for commencing procurement of product, 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, shipment of product 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. Procurement of Product; Payment. The Product must be delivered no later than the date or dates specified in the Agreement. Unless the Buyer agrees otherwise, delivery to the Buyer's property must be between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding holidays.

The Vendor shall submit an invoice upon delivery of product, or an invoice based on the timing of invoices set forth in the Agreement, containing the Purchase Order Number assigned to the purchase of Product, Vendor's calculation of payment due based on the Product price outlined in this Agreement. On verification and acceptance by the Buyer, the Buyer will pay Vendor the invoiced amount. The Buyer will accept early payment discounts. Invoices should be submitted electronically to apinvoices@wlssd.com and copied to the Buyer's Agreement contact. Vendor will not receive payment for Product found by the Buyer to be not in compliance with this Agreement, or delivered in violation of federal, state or local law, ordinance, rule or regulation, directive or Buyer's policies.

4. General Terms. The Vendor will be solely responsible for the product until it is offloaded at Buyers facility.

The Vendor shall keep current any licenses, permits, or certificates which may be required for production and delivery of the product and will obtain and pay for all permits, licenses, and inspections necessary.

6. **Delivery, Transportation**. Time is of the essence. Delivery must be provided within the time specified in this Agreement. If delivery is not timely made, Buyer may, in addition to its other rights and remedies, direct Vendor to make expedited routing at Vendor's expense. The Products shall be properly packed, marked, loaded and shipped as required by this Agreement and by the transporting carrier. Vendor shall pay all costs of transportation and delivery of the Products. The risk of loss or damage in transit shall be upon Vendor. Vendor shall not procure, produce or ship any Products unless authorized in writing by Buyer or as necessary to meet specific delivery dates. Shipments in excess of those authorized by Buyer or shipments received by Buyer in advance of the scheduled delivery date may be returned to Vendor at Vendor's expense, and such determination shall be at the sole discretion of Buyer. Buyer may change shipping schedules or direct temporary suspension of such scheduled shipments.

5. Express Warranties. With respect to the Products or services purchased under this Agreement, and all other Products or services purchased from Seller, Seller expressly warrants for the Warranty Period as follows: (a) the

Products shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the Products shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the Products that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the Products shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the Products shall be adequately contained, packaged, marked and labeled; and (f) the Products shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination. These warranties shall be in addition to all other warranties, whether express, implied or statutory.

In the event that services are provided in connection with the supply of Products, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this Agreement, including but limited to any statement of work issued by Buyer.

These warranties shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers. These warranties may not be limited or disclaimed by Vendor. Buyer's approval of Vendor's design, material, process, drawing, specifications or the like shall not be construed to relieve Vendor of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification request for one or more Products constitute a waiver of any such requirements for the remaining Products to be delivered hereunder unless so stated by Buyer in writing.

If Buyer experiences any defect, failure or non-conformity during the Warranty Period, Buyer shall have the right to take the following actions, at Buyer's option: (1) retain the defective Products in whole or in part with an appropriate adjustment in the price for the Products; (2) require Vendor to cure defects in the Products within a reasonable period of time, determined by Buyer in its sole discretion given the urgency of the given situation; (3) require Vendor to repair or replace the defective Products in whole or in part at Vendor's sole expense, including all shipping, transportation and installation costs; (4) correct or replace the defective items with similar items from a third-party and recover the total cost from Vendor, including the cost of product recalls; and (5) exercise all other rights under the Uniform Commercial Code and any other applicable statutes.

6. Passage of Title; Risk of Loss. The Product, 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 Product, Vendor or its subcontractors and to promptly repair or replace Product which is damaged or lost, during delivery.

7. Indemnity; Insurance. The Vendor agrees to indemnify, and hold harmless the Buyer from expenses, damages, or claims arising from procurement and delivery of Product 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 Vender, 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 procurement and delivery to Buyer of Product 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.

If required by the Agreement, 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 purchase of Product 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 and blanket contractual liability, personal injury and advertising injury. The coverage shall be primary and non-contributory. 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 $2,000,000 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 occurance.

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 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 occurance.

F. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew coverage, either in whole or in part, without at least 60 days prior written notice by Vendor to Buyer. Failure to provide such notice shall constitute default by Vendor. Insurers shall provide Buyer 30 days advance written notice of cancellation 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 the Agreement 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. <u>Performance and Payment Bonds</u>. If required by the Agreement, 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. Worker's Compensation; Tax Withholding. Vendor represents that it is in compliance with the Worker's 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 product ordered by the Buyer and delivered 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 terms 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. Conditions in Buyer Premises. Vendor hereby warrants and represents that it has inspected the Delivery 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 during transportation and delivery of product to Buyer. 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 including spills, and avoiding actions and conditions that may result in an injury.

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. 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.

[END OF DOCUMENT]

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