

WORK SESSION GAITER LAKE- 6:00pm
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, MAY 3, 2022, 7:00 PM
AGENDA

1. CALL TO ORDER/ROLL CALL
2. MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT

Those wishing to speak must state their name and address for the record. Each person will have three (3) minutes to make his/her remarks. Speakers will address all comments to the City Council as a whole and not one individual councilmember. The Council may not take action on an item presented during the Public Comment period. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow up.

5. REQUESTS AND PRESENTATIONS
6. CONSENT AGENDA
 - A. Minutes: Council Meeting & Work Session –April 19, 2022
 - B. Payroll & Expenditures
 - C. RCCA: Bethlehem Inn-Bicycle Request
 - D. Resignation of Jon Michels from the Heritage Preservation Committee
 - E. Resolution 22-23: Adding Parcels to Eligible Tax Abatement List
7. ACTION AGENDA
 - A. RCCA: WWTP (Wastewater Treatment Plant) Barscreen Renovation
 - B. RCCA: Request for Proposals for an Airport Fixed Base Operator
8. REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
 - Fire Relief Association
9. ANNOUNCEMENTS
10. ADJOURNMENT

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, APRIL 19, 2022

CALL TO ORDER/ROLL CALL

- 1 The regular Waseca City Council meeting was called to order by Mayor Roy Srp at 7:00 p.m.

Councilmembers Present:	Mayor Roy Srp	Ted Conrath
	Allan Rose	Daren Arndt
	Jeremy Conrath	Mark Christiansen
	John Mansfield	

Staff Present:	Lee Mattson, City Manager
	Nate Willey, City Engineer
	Alicia Fischer, City Finance Director
	Julia Hall, Administrative Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

- 2 A moment of silence was observed. The Pledge of Allegiance to the Flag was recited.

APPROVAL OF AGENDA

3. Mayor Srp added Resolution 22-22; Approving Changing the Name of Waseca Municipal Airport in Memoriam of Maynard Stensrud. Motion to approve agenda with addition was made by Arndt, seconded by J. Conrath. Motion carried 7-0.

PUBLIC COMMENT

4. Robert Tackett- Asked if there was any action residents could take to lower their home taxes. Mayor Srp answered that there was a letter that was sent out with the taxes explaining that there was a Local Board of Appeal and Equalization (LBAE) that took place at the City on April 11, 2022. J. Conrath added that for anyone that missed that meeting Waseca County would be having their public meeting. It is highly suggested residents contact the County Assessor to come out and review their property before the meeting so they will have useful information to provide for their concern at the meeting. Council member Christiansen added that also when a resident processes their yearly taxes there may be ways to offset the property tax but those are usually income based.

REQUESTS AND PRESENTATIONS

5. None

CONSENT AGENDA

6. Council member Mansfield wanted to verify for item 6D; if the appointed member needs to live in City limits. City Manager answered that the bylaws do not require it. Motion was made by Mansfield to approve consent agenda, seconded by Rose. Motion carried 7-0.

ACTION AGENDA

7.
 - A. Resolution 22-19: Report of Bids and Awarding the Contract for the 2022 Crack Seal & Seal Coat Project (CITY PROJECT NO. 2022-03). Motion was made by Rose to approve the contract, seconded by J. Conrath. Motion carried 7-0.
 - B. Resolution 22-20: Report of Bids and Awarding of the Contract for the 2022 Sidewalk Project (CITY PROJECT NO. 2022-04). Motion by J. Conrath to approve the contract, seconded by Arndt. Motion carried 7-0.
 - C. Report and Rejection of All Bids for the Waseca Multi-Unit Hangar Project (CITY PROJECT NO. 2021-19). Motion was made by Rose to reject all bids and seconded by Mansfield. Motion carried 7-0.
 - D. Resolution 22-21: City Budget Amendment. Motion was made by Christiansen to approve the budget amended and seconded by Rose. Motion carried 7-0.
 - E. Resolution 22-22; Approving Changing the Name of Waseca Municipal Airport in Memoriam of Maynard Stensrud. Motion to approve the resolution was made by Mansfield, seconded by Rose. Motion carried 7-0.

REPORTS

8.
 - A. City Manager's Report
 1. Thursday 4:30 to 6:30 at Assembly of God Church next to Lower Property is next public meeting put on by SWMHP.
 2. Reminder that brush pickup is scheduled to start on May 2. Items must be on the curb prior to 7:00 a.m. on May 2 to be picked up. More information is available on the city website or by Googling 2022 Spring Brush Cleanup Waseca
 3. Hoping to hear on the Marketplace Grant application by the end of April.
 - B. Commission Reports
 1. Economic Development Advisory presented by Mansfield:
 - a. A discussion of email marketing to promote the City's new website. No decisions have been made.
 - b. Nothing new to report with discussions with grocery stores.

2. Discover Waseca Tourism presented by J. Conrath:
 - a. They had continued conversations on the U of M's assessment of Waseca.
 - b. There was a public meeting held to discuss the findings of the assessment.

ANNOUNCEMENTS

9.
 - A. Council member Christiansen announced:
 1. Lake clean-up is scheduled for April 23rd at 9:00 am.
 - B. Council member Mansfield announced:
 1. Offered his condolences to the Stensrud family.
 2. Thanked Mark and Skiann Christiansen, Matt and Amy Potter and any others for putting up the Senior posters in front of Central.

ADJOURNMENT

10. There being no further business to be brought before the Council, it was moved by Arndt seconded by J. Conrath to adjourn the meeting at 7:50 p.m. Motion carried 7-0.

R. D. SRP
MAYOR

JULIA HALL
ADMINISTRATIVE CLERK

MINUTES
CITY COUNCIL WORK SESSION
TUESDAY, APRIL 19, 2022

The work session began at 6:00 p.m.

Councilmembers Present: Allan Rose Roy Srp
 John Mansfield Daren Arndt
 Jeremy Conrath Mark Christiansen

Staff Present: Lee Mattson, City Manager
 Alicia Fischer, Finance Director
 Nate Willey, City Engineer

Staff reviewed projections on the impact of the Conagra project. Even after considering the incentives offered to the project, there will be an immediate positive and significant impact to the City's tax base.

There being no further discussion and no action taken, the work session adjourned at 6:47 p.m.

R.D. SRP
MAYOR

JULIA HALL
ADMINISTRATIVE CLERK

Micah Fischer

LIST OF EXPENDITURES

May 3, 2022

Lee A. Miller

City Council	4,250.00
Streets	27,440.64
Parks	12,404.07
Wastewater	8,194.22
Utility Administration	4,972.19
Utility Offices	7,965.50
Electric	15,230.44
Water	7,015.32
Building and Code Compliance	2,953.10
Police	67,675.17
Administration	8,506.87
Community Aides	733.20
Fire	9,953.95
Paid On Call Fire Department	0.00
PEG	213.18
Election Judges	0.00
Finance	8,929.39
Connections	2,928.89
Community Development	5,209.82
Engineering	16,051.67
Recreation	2,628.92
Econ Development	<u>3,624.82</u>
Total Gross Payroll	216,881.36
*Less- Payroll Deductions	<u>(71,628.07)</u>

Net Payroll Cost		\$	145,253.29
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*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:	
April 15, 2022-April 28, 2022	
Includes check #'s 157951-157991	
Bank ACH Withdrawals.....	<u>468,050.40</u>

GRAND TOTAL EXPENDITURES		\$	<u>613,303.69</u>
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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
General Fund					
04/28/2022	157970	Kaelberer, Greg	Refund of airport rent	101-11500-0000	875.00
Total 101115000000:					875.00
04/28/2022	157980	Quadient Finance	Postage	101-15510-0000	1,000.00
Total 101155100000:					1,000.00
04/28/2022	42217	MN Sales and Use Tax Payable	March Sales Tax Payable	101-20210-0000	136.32 M
Total 101202100000:					136.32
04/20/2022	42219	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 4/17/2022	101-21701-0000	20,569.99 M
Total 101217010000:					20,569.99
04/20/2022	42220	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 4/17/2022	101-21702-0000	9,334.71 M
Total 101217020000:					9,334.71
04/20/2022	42219	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/17/2022	101-21703-0000	8,162.79 M
04/20/2022	42219	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/17/2022	101-21703-0000	8,490.63 M
Total 101217030000:					16,653.42
04/20/2022	42221	Public Employees Retirement Assn (ACH	PERA adj	101-21704-0000	.04 M
04/20/2022	42221	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 4/17/2022	101-21704-0000	1,331.10 M
04/20/2022	42221	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 4/17/2022	101-21704-0000	8,652.20 M
04/20/2022	42221	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 4/17/2022	101-21704-0000	8,279.50 M
04/20/2022	42221	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 4/17/2022	101-21704-0000	58.70 M
04/20/2022	42221	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 4/17/2022	101-21704-0000	8,652.20 M
04/20/2022	42221	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 4/17/2022	101-21704-0000	12,419.26 M
04/20/2022	42221	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 4/17/2022	101-21704-0000	58.70 M
Total 101217040000:					39,451.70
04/20/2022	157951	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 4/17/2022	101-21711-0000	176.00
Total 101217110000:					176.00
04/20/2022	42219	ACH Internal Revenue Service	MEDICARE Pay Period: 4/17/2022	101-21712-0000	2,873.35 M
04/20/2022	42219	ACH Internal Revenue Service	MEDICARE Pay Period: 4/17/2022	101-21712-0000	2,950.02 M
Total 101217120000:					5,823.37
04/20/2022	42223	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 4/17/2022	101-21713-0000	1,584.38 M
04/20/2022	42223	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 4/17/2022	101-21713-0000	844.00 M
Total 101217130000:					2,428.38
04/20/2022	42222	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 4/17/2022	101-21714-0000	350.00 M
04/20/2022	42222	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 4/17/2022	101-21714-0000	632.69 M
Total 101217140000:					982.69

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
04/20/2022	42225	AFLAC	AFLAC AFTER TAX Pay Period: 4/3/2022	101-21715-0000	364.59	M
04/20/2022	42225	AFLAC	AFLAC AFTER TAX Pay Period: 4/17/2022	101-21715-0000	364.59	M
04/20/2022	42225	AFLAC	AFLAC PRE TAX Pay Period: 4/3/2022	101-21715-0000	805.24	M
04/20/2022	42225	AFLAC	AFLAC PRE TAX Pay Period: 4/17/2022	101-21715-0000	805.24	M
Total 101217150000:					2,339.66	
04/28/2022	42228	Further	Flex Reimbursement	101-21716-0000	56.38	M
04/28/2022	42229	Further	Flex Reimbursement	101-21716-0000	204.11	M
04/20/2022	42218	Further	HSA Contribution Pay Period: 4/17/2022	101-21716-0000	605.90	M
Total 101217160000:					866.39	
04/20/2022	42224	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 4/17/2022	101-21717-0000	972.76	M
Total 101217170000:					972.76	
04/20/2022	42226	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/3/2022	101-21720-0000	15,785.01	M
04/20/2022	42226	MN Public Employees Insurance Progra	Timlin Apr COBRA	101-21720-0000	755.94	M
04/20/2022	42226	MN Public Employees Insurance Progra	A. Matson April COBRA	101-21720-0000	755.94	M
04/20/2022	42226	MN Public Employees Insurance Progra	PEIP Single Pay Period: 4/17/2022	101-21720-0000	14,362.86	M
04/20/2022	42226	MN Public Employees Insurance Progra	PEIP Single Pay Period: 4/3/2022	101-21720-0000	14,362.86	M
04/20/2022	42226	MN Public Employees Insurance Progra	Rugger Apr COBRA	101-21720-0000	755.94	M
04/20/2022	42226	MN Public Employees Insurance Progra	Gedicke April COBRA	101-21720-0000	755.94	M
04/20/2022	42226	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/3/2022	101-21720-0000	937.92	M
04/20/2022	42226	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/17/2022	101-21720-0000	937.92	M
04/20/2022	42226	MN Public Employees Insurance Progra	Gedicke Adj (Mar & Apr)	101-21720-0000	1,511.88-	M
04/20/2022	42226	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/3/2022	101-21720-0000	3,751.86	M
04/20/2022	42226	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/17/2022	101-21720-0000	3,751.86	M
04/20/2022	42226	MN Public Employees Insurance Progra	Bruder Adj (2 mos)	101-21720-0000	1,511.88-	M
04/20/2022	42226	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/3/2022	101-21720-0000	3,946.30	M
04/20/2022	42226	MN Public Employees Insurance Progra	Sandholm Adj (2 mos)	101-21720-0000	1,511.88-	M
04/20/2022	42226	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/17/2022	101-21720-0000	3,946.30	M
04/20/2022	42226	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/17/2022	101-21720-0000	15,785.01	M
04/20/2022	42226	MN Public Employees Insurance Progra	M. Olsem Adj (Apr)	101-21720-0000	1,321.04-	M
Total 101217200000:					74,734.98	
04/28/2022	157968	Innovative Basement Authority	Building Permit Refund-#2022-00103	101-32210-0000	257.00	
Total 101322100000:					257.00	
04/28/2022	20220319	Conrath, Jeremy	2022 Technology Allowance	101-41110-3200	600.00	
Total 101411103200:					600.00	
04/28/2022	20220336	Personalized Printing Inc.	Spring Newsletter	101-41110-3500	797.60	
Total 101411103500:					797.60	
04/28/2022	20220340	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	
Total 101411104455:					1,125.00	
04/28/2022	157953	Amazon	Mailing Tubes	101-41320-2000	29.60	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413202000:					29.60
04/28/2022	20220323	Hall, Julia	Mileage Reimbursement	101-41320-3350	39.78
Total 101413203350:					39.78
04/28/2022	20220331	MSDS Online Inc	Online Safety Data Sheets	101-41320-4940	3,299.00
Total 101413204940:					3,299.00
04/28/2022	20220312	A. H. Hermel Company	Pop for vending machine	101-41320-4945	98.83
Total 101413204945:					98.83
04/28/2022	42227	Further	Admin Fees	101-41500-1600	299.75 M
Total 101415001600:					299.75
04/28/2022	20220322	Flaherty & Hood PA	March Legal Fees	101-41600-3000	4,000.00
04/28/2022	20220322	Flaherty & Hood PA	March Labor & Employment Services	101-41600-3000	740.00
04/28/2022	157989	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
Total 101416003000:					10,110.33
04/28/2022	20220335	Pantheon Computer Systems Inc.	April Maintenance Agreement	101-41920-3100	7,163.26
04/28/2022	20220335	Pantheon Computer Systems Inc.	Monthly Service Agreement	101-41920-3100	7,163.26
Total 101419203100:					14,326.52
04/28/2022	20220327	Innovative Office Supply	Office supplies	101-41940-2000	1.08
Total 101419402000:					1.08
04/28/2022	157953	Amazon	Spoons for Breakroom	101-41940-2170	32.25
04/28/2022	20220327	Innovative Office Supply	Creamer for Breakroom	101-41940-2170	18.80
04/28/2022	20220327	Innovative Office Supply	Plates for Breakroom	101-41940-2170	79.44
Total 101419402170:					130.49
04/28/2022	20220316	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
04/28/2022	157962	Cintas Corporation	Floor mat service	101-41940-3100	54.58
04/28/2022	20220334	Olympic Fire Protection Corp.	City Hall sprinkler system	101-41940-3100	190.00
04/28/2022	20220338	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	294.00
04/28/2022	20220338	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	367.50
Total 101419403100:					1,168.70
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-41940-3200	227.78
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-41940-3200	146.50
Total 101419403200:					374.28
04/28/2022	157960	Centerpoint Energy	Monthly Billing	101-41940-3800	735.92

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419403800:					735.92
04/28/2022	20220327	Innovative Office Supply	Office Supplies - Police	101-42100-2000	53.60
04/28/2022	20220327	Innovative Office Supply	Office Supplies - Police	101-42100-2000	368.00
04/28/2022	20220327	Innovative Office Supply	Office Supplies - Police	101-42100-2000	33.59
Total 101421002000:					455.19
04/28/2022	157988	Waseca County Highway Department	Monthly billing	101-42100-2120	2,522.25
Total 101421002120:					2,522.25
04/28/2022	157953	Amazon	phone cases/cleaning supplies	101-42100-2170	137.88
04/28/2022	157978	MPeters Enterprises Inc.	Flags - PSB	101-42100-2170	29.25
Total 101421002170:					167.13
04/28/2022	157953	Amazon	gloves	101-42100-2190	34.47
Total 101421002190:					34.47
04/28/2022	20220334	Olympic Fire Protection Corp.	Sprinkler system inspection	101-42100-2230	95.00
Total 101421002230:					95.00
04/28/2022	157962	Cintas Corporation	Floor Mats	101-42100-3100	8.88
04/28/2022	157962	Cintas Corporation	Floor Mats	101-42100-3100	8.88
04/28/2022	20220338	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	63.00
04/28/2022	20220338	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	78.75
Total 101421003100:					159.51
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-42100-3200	227.78
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-42100-3200	422.39
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-42100-3200	44.26
Total 101421003200:					694.43
04/28/2022	157960	Centerpoint Energy	Monthly Billing	101-42100-3800	636.35
Total 101421003800:					636.35
04/28/2022	157957	Bock's Service Inc.	Fuel	101-42200-2120	22.36
04/28/2022	157988	Waseca County Highway Department	Monthly billing	101-42200-2120	297.79
Total 101422002120:					320.15
04/28/2022	157964	Coro Medical	AED	101-42200-2151	2,500.00
Total 101422002151:					2,500.00
04/28/2022	20220318	Cole Papers Inc	Detergent	101-42200-2170	126.01
04/28/2022	157978	MPeters Enterprises Inc.	Flags - PSB	101-42200-2170	29.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422002170:					155.26
04/28/2022	20220334	Olympic Fire Protection Corp.	Sprinkler system inspection	101-42200-2230	95.00
Total 101422002230:					95.00
04/28/2022	157962	Cintas Corporation	Floor Mats	101-42200-3100	8.87
04/28/2022	157962	Cintas Corporation	Floor Mats	101-42200-3100	8.87
04/28/2022	20220338	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	63.00
04/28/2022	20220338	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	78.75
Total 101422003100:					159.49
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-42200-3200	44.26
Total 101422003200:					44.26
04/28/2022	157960	Centerpoint Energy	Monthly Billing	101-42200-3800	636.36
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-42200-3800	47.73
Total 101422003800:					684.09
04/28/2022	157953	Amazon	Mailing Tubes	101-42400-2000	853.00
Total 101424002000:					853.00
04/28/2022	20220317	City Building Inspection Services LLC	building inspections	101-42400-3000	11,830.94
Total 101424003000:					11,830.94
04/28/2022	157988	Waseca County Highway Department	Monthly billing	101-43000-2120	120.78
Total 101430002120:					120.78
04/28/2022	42231	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					80.02
04/28/2022	157977	MN Dept of Transportation	Concrete air pot calibration	101-43000-4040	52.76
Total 101430004040:					52.76
04/28/2022	157953	Amazon	file racks and folders	101-43100-2000	116.97
Total 101431002000:					116.97
04/28/2022	157952	Ag Partners Coop	Oil	101-43100-2120	412.50
04/28/2022	157972	Kwik Trip	truck #14 fuel	101-43100-2120	60.00
04/28/2022	157988	Waseca County Highway Department	Monthly billing	101-43100-2120	2,682.54
04/28/2022	157988	Waseca County Highway Department	Monthly billing	101-43100-2120	5.00
04/28/2022	157988	Waseca County Highway Department	Monthly billing	101-43100-2120	129.39
Total 101431002120:					3,289.43
04/28/2022	20220332	North American Safety Inc	Work gloves	101-43100-2170	60.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431002170:					60.00
04/28/2022	157954	Aramark Uniform Services	uniform service	101-43100-2180	180.02
04/28/2022	157954	Aramark Uniform Services	uniform service	101-43100-2180	195.45
Total 101431002180:					375.47
04/28/2022	157953	Amazon	1/2" dr impact sockets	101-43100-2400	127.00
Total 101431002400:					127.00
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-43100-3200	47.73
Total 101431003200:					47.73
04/28/2022	157960	Centerpoint Energy	Monthly Billing	101-43100-3800	1,622.88
Total 101431003800:					1,622.88
04/28/2022	157958	Cargill Inc. - Salt Division	Road salt	101-43125-2170	11,909.05
04/28/2022	157958	Cargill Inc. - Salt Division	Road salt	101-43125-2170	6,084.23
Total 101431252170:					17,993.28
04/28/2022	20220326	Independent School District #829	City Contribution Comm Ed Rec	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
04/28/2022	157988	Waseca County Highway Department	Monthly billing	101-45130-2120	40.05
Total 101451302120:					40.05
04/28/2022	20220324	Horizon Commercial Pool Supply	2 buckets chlorine pucks	101-45130-2165	481.85
Total 101451302165:					481.85
04/28/2022	157953	Amazon	tote cart wheels	101-45130-2170	45.00
04/28/2022	157953	Amazon	hand cart replacement tires	101-45130-2170	29.88
04/28/2022	20220314	Bomgaars Supply	Parts & Supplies	101-45130-2170	42.73
Total 101451302170:					117.61
04/28/2022	20220314	Bomgaars Supply	Parts & Supplies	101-45130-2210	110.95
Total 101451302210:					110.95
04/28/2022	20220328	Javens Mechanical Contracting Co.	In-Floor Boiler Service	101-45130-3100	384.95
Total 101451303100:					384.95
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-45130-3200	240.43
Total 101451303200:					240.43
04/28/2022	157960	Centerpoint Energy	Monthly Billing	101-45130-3800	369.72

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451303800:					369.72
04/28/2022	157974	LeSueur-Waseca Public Health Services	Public Health Licensing	101-45130-4500	765.00
Total 101451304500:					765.00
04/28/2022	20220314	Bomgaars Supply	Parts & Supplies	101-45180-4000	79.99
04/28/2022	157959	Cemstone Products Co	Cement Patch materials	101-45180-4000	26.76
04/28/2022	157965	Crescent Electric Supply Company	TLCF Tower Ballasts	101-45180-4000	537.27
04/28/2022	157991	WET Signs	Baseball field signs	101-45180-4000	675.00
Total 101451804000:					1,319.02
04/28/2022	157988	Waseca County Highway Department	Monthly billing	101-45200-2120	348.55
Total 101452002120:					348.55
04/28/2022	157966	Cross Nurseries Inc	Trees	101-45200-2170	1,710.50
04/28/2022	157971	Keepsrs Inc.	NE Soccer net supplies	101-45200-2170	628.00
04/28/2022	157991	WET Signs	Baseball field signs	101-45200-2170	100.00
Total 101452002170:					2,438.50
04/28/2022	157975	Manthe Garage Doors	Park Shop garage door strut	101-45200-2230	69.00
Total 101452002230:					69.00
04/28/2022	20220314	Bomgaars Supply	Parts & Supplies	101-45200-2400	379.97
Total 101452002400:					379.97
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-45200-3200	40.79
Total 101452003200:					40.79
04/28/2022	157960	Centerpoint Energy	Monthly Billing	101-45200-3800	397.94
04/28/2022	157960	Centerpoint Energy	Monthly Billing	101-45200-3800	33.68
Total 101452003800:					431.62
04/28/2022	20220337	ServiceMaster by Ayotte	can liners	101-45500-2170	25.23
04/28/2022	20220337	ServiceMaster by Ayotte	can liners	101-45500-2170	38.09
Total 101455002170:					63.32
04/28/2022	157960	Centerpoint Energy	Monthly Billing	101-45500-3800	624.47
04/28/2022	157963	Consolidated Communications	Monthly Billing	101-45500-3800	68.34
Total 101455003800:					692.81
04/28/2022	20220314	Bomgaars Supply	Parts & Supplies	101-45500-4000	31.22
Total 101455004000:					31.22

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total General Fund:						271,690.78
Airport						
04/28/2022	42230	CenturyLink	Airport Phone and Internet	230-49810-3200	111.18	M
Total 230498103200:					111.18	
04/28/2022	157960	Centerpoint Energy	Monthly Billing	230-49810-3800	65.85	
04/28/2022	42232	Xcel Energy	March Service	230-49810-3800	227.52	M
04/28/2022	42233	Xcel Energy	March Service	230-49810-3800	199.05	M
Total 230498103800:					492.42	
04/28/2022	157961	Chicos Auto Repair LLC	Mower Repair	230-49810-4000	40.36	
Total 230498104000:					40.36	
Total Airport:					643.96	
Capital Improvement						
04/28/2022	157990	Wenger Corporation	TLCF Clubhouse Lockers	430-43010-5340	11,660.59	
Total 430430105340:					11,660.59	
04/28/2022	157984	Stantec Consulting Services Inc	8th St SE Eng. Services	430-43010-5560	16,979.73	
Total 430430105560:					16,979.73	
Total Capital Improvement:					28,640.32	
Water						
04/28/2022	42217	MN Sales and Use Tax Payable	March Sales Tax Payable	601-20210-0000	112.21	M
Total 601202100000:					112.21	
04/28/2022	157960	Centerpoint Energy	Monthly Billing	601-49401-3800	71.20	
Total 601494013800:					71.20	
04/20/2022	42219	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/17/2022	601-49430-0000	327.84	M
04/20/2022	42219	ACH Internal Revenue Service	MEDICARE Pay Period: 4/17/2022	601-49430-0000	76.67	M
Total 601494300000:					404.51	
04/28/2022	157988	Waseca County Highway Department	Monthly billing	601-49430-2120	327.79	
Total 601494302120:					327.79	
04/28/2022	20220314	Bomgaars Supply	Parts & Supplies	601-49430-2170	30.98	
Total 601494302170:					30.98	
04/28/2022	157954	Aramark Uniform Services	Uniforms	601-49430-2180	14.05	
04/28/2022	157954	Aramark Uniform Services	uniforms	601-49430-2180	13.55	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494302180:					27.60
04/28/2022	157956	Auto Value Waseca	Parts	601-49430-2230	19.98
04/28/2022	20220314	Bomgaars Supply	Parts & Supplies	601-49430-2230	4.99
04/28/2022	20220320	Core & Main LP	Cad shot main break	601-49430-2230	57.80
Total 601494302230:					82.77
04/28/2022	20220329	Locators & Supplies Inc.	locate flags	601-49430-3100	133.08
04/28/2022	20220341	Water Conservation Service Inc.	Leak Detect Service	601-49430-3100	493.88
04/28/2022	20220341	Water Conservation Service Inc.	Leak Detect Service	601-49430-3100	670.73
Total 601494303100:					1,297.69
04/28/2022	157981	South Central College	Safety Contract	601-49430-4940	216.68
04/28/2022	157981	South Central College	Safety Contract	601-49430-4940	216.66
Total 601494304940:					433.34
04/28/2022	157963	Consolidated Communications	Monthly Billing	601-49585-3200	60.74
04/28/2022	157986	U.S. Postal Service	Postage - May utility bills	601-49585-3200	460.68
Total 601495853200:					521.42
04/28/2022	20220322	Flaherty & Hood PA	March Legal Fees	601-49586-3000	160.00
Total 601495863000:					160.00
04/28/2022	20220335	Pantheon Computer Systems Inc.	April Maintenance Agreement	601-49586-4950	1,023.33
04/28/2022	20220335	Pantheon Computer Systems Inc.	Monthly Service Agreement	601-49586-4950	1,023.33
Total 601495864950:					2,046.66
04/28/2022	157984	Stantec Consulting Services Inc	N. State Watermain Improvements Engineering	601-49593-5300	15,345.50
Total 601495935300:					15,345.50
Total Water:					20,861.67
Sanitary Sewer					
04/28/2022	20220314	Bomgaars Supply	Parts & Supplies	602-49470-2170	23.98
04/28/2022	20220329	Locators & Supplies Inc.	locate flags	602-49470-2170	133.08
Total 602494702170:					157.06
04/28/2022	157963	Consolidated Communications	Monthly Billing	602-49470-3200	670.79
Total 602494703200:					670.79
04/28/2022	157960	Centerpoint Energy	Monthly Billing	602-49470-3800	19.55
04/28/2022	157960	Centerpoint Energy	Monthly Billing	602-49470-3800	233.26
Total 602494703800:					252.81
04/28/2022	157953	Amazon	fairgrounds gen tank heater	602-49470-4020	115.55

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/28/2022	157953	Amazon	fairground lift gen fuses	602-49470-4020	17.48
Total 602494704020:					133.03
04/28/2022	157988	Waseca County Highway Department	Monthly billing	602-49480-2120	104.74
Total 602494802120:					104.74
04/28/2022	20220339	USA Blue Book	Lab Supplies	602-49480-2170	396.65
Total 602494802170:					396.65
04/28/2022	157953	Amazon	Dehumidifier	602-49480-2210	721.74
Total 602494802210:					721.74
04/28/2022	157984	Stantec Consulting Services Inc	Aeration Blower Project	602-49480-3000	688.75
Total 602494803000:					688.75
04/28/2022	157962	Cintas Corporation	Floor mat service	602-49480-3100	9.60
04/28/2022	20220330	M & R Electric Inc.	Wireing to Replace PH Probe at TPS Bldg	602-49480-3100	88.00
04/28/2022	20220333	North Shore Analytical Inc.	Mercury Permit Testing	602-49480-3100	285.00
04/28/2022	157982	Spee-Dee Delivery Service Inc.	Shipping-lab water samples	602-49480-3100	18.36
Total 602494803100:					400.96
04/28/2022	157963	Consolidated Communications	Monthly Billing	602-49480-3200	214.88
Total 602494803200:					214.88
04/28/2022	157960	Centerpoint Energy	Monthly Billing	602-49480-3800	3,733.74
04/28/2022	157983	SSI Crestmark MN Holding LLC	Solar Power	602-49480-3800	12,262.44
04/28/2022	157987	USS MN V MT LLC	Solar Power	602-49480-3800	2,438.50
Total 602494803800:					18,434.68
04/28/2022	157969	K Turbo USA Inc	KTurbo Service	602-49480-4000	13,607.00
04/28/2022	157985	Thermal Process Systems	TPS Probes	602-49480-4000	939.96
Total 602494804000:					14,546.96
04/28/2022	157981	South Central College	Safety Contract	602-49480-4940	216.66
04/28/2022	157981	South Central College	Safety Contract	602-49480-4940	216.66
Total 602494804940:					433.32
04/28/2022	157963	Consolidated Communications	Monthly Billing	602-49585-3200	60.74
04/28/2022	157986	U.S. Postal Service	Postage - May utility bills	602-49585-3200	460.68
Total 602495853200:					521.42
04/28/2022	157984	Stantec Consulting Services Inc	Permit Renewal	602-49586-3000	2,150.50
Total 602495863000:					2,150.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/28/2022	20220335	Pantheon Computer Systems Inc.	April Maintenance Agreement	602-49586-4950	1,023.33
04/28/2022	20220335	Pantheon Computer Systems Inc.	Monthly Service Agreement	602-49586-4950	1,023.33
Total 602495864950:					2,046.66
04/28/2022	157984	Stantec Consulting Services Inc	I&I Project Engineering	602-49593-5300	6,217.25
04/28/2022	157984	Stantec Consulting Services Inc	Malterer Sewer Project	602-49593-5300	101.25
04/28/2022	157984	Stantec Consulting Services Inc	Barscreen Project	602-49593-5300	2,083.75
Total 602495935300:					8,402.25
Total Sanitary Sewer:					50,277.20
Electric Utility					
04/28/2022	42217	MN Sales and Use Tax Payable	March Sales Tax Payable	604-20210-0000	18,281.47 M
Total 604202100000:					18,281.47
04/28/2022	157988	Waseca County Highway Department	Monthly billing	604-49571-2120	572.77
Total 604495712120:					572.77
04/28/2022	157953	Amazon	Ear Plugs	604-49571-2170	115.38
04/28/2022	20220329	Locators & Supplies Inc.	locate flags	604-49571-2170	242.16
Total 604495712170:					357.54
04/28/2022	157981	South Central College	Safety Contract	604-49571-4940	216.66
04/28/2022	157981	South Central College	Safety Contract	604-49571-4940	216.68
Total 604495714940:					433.34
04/28/2022	20220315	Border States Electric Supply	secondary splices	604-49573-2170	185.20
Total 604495732170:					185.20
04/28/2022	20220321	Ditch Witch of Minnesota	drill rig supplies	604-49573-4000	110.21
Total 604495734000:					110.21
04/28/2022	157963	Consolidated Communications	Monthly Billing	604-49585-3200	113.90
04/28/2022	157963	Consolidated Communications	Monthly Billing	604-49585-3200	50.74
04/28/2022	157986	U.S. Postal Service	Postage - May utility bills	604-49585-3200	460.68
Total 604495853200:					625.32
04/28/2022	20220313	Barr Engineering Company	Engineering-Solar Regs	604-49586-3000	2,726.24
04/28/2022	20220313	Barr Engineering Company	Engineering-Solar Project	604-49586-3000	400.00
04/28/2022	20220313	Barr Engineering Company	Substation Engineering	604-49586-3000	1,724.88
04/28/2022	20220322	Flaherty & Hood PA	March Legal Fees	604-49586-3000	120.00
04/28/2022	157976	McGrann Shea Carnival Straughn & Lam	Attorney - Service Territory	604-49586-3000	562.50
Total 604495863000:					5,533.62
04/28/2022	20220335	Pantheon Computer Systems Inc.	April Maintenance Agreement	604-49586-4950	1,023.33
04/28/2022	20220335	Pantheon Computer Systems Inc.	Monthly Service Agreement	604-49586-4950	1,023.33

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495864950:					2,046.66
04/28/2022	20220315	Border States Electric Supply	Conversion Supplies	604-49593-5300	143.35
04/28/2022	20220315	Border States Electric Supply	Conversion Supplies	604-49593-5300	78.62
04/28/2022	20220315	Border States Electric Supply	Conversion Supplies	604-49593-5300	1,227.12
04/28/2022	20220315	Border States Electric Supply	secondary service sleeves	604-49593-5300	551.25
04/28/2022	20220321	Ditch Witch of Minnesota	Boring Supplies	604-49593-5300	504.00
Total 604495935300:					2,504.34
Total Electric Utility:					30,650.47
Storm Water Utility					
04/28/2022	20220322	Flaherty & Hood PA	March Legal Fees	651-43140-3000	1,080.00
04/28/2022	157984	Stantec Consulting Services Inc	MS4 Permit Review	651-43140-3000	543.75
04/28/2022	157984	Stantec Consulting Services Inc	Wetland Conservation Reporting	651-43140-3000	98.00
Total 651431403000:					1,721.75
04/28/2022	157967	Ferguson Enterprises Inc	pipe & fittings	651-43140-4000	796.91
Total 651431404000:					796.91
Total Storm Water Utility:					2,518.66
Central Garage Services					
04/28/2022	157988	Waseca County Highway Department	Monthly billing	701-43180-2120	247.44
Total 701431802120:					247.44
04/28/2022	20220325	IFACS	lock nuts	701-43180-2170	2.65
Total 701431802170:					2.65
04/28/2022	157952	Ag Partners Coop	Oil	701-43180-2210	1,844.15
04/28/2022	157955	Aspen Equipment Co	plow quick connect	701-43180-2210	338.50
04/28/2022	157956	Auto Value Waseca	Parts	701-43180-2210	328.97
04/28/2022	20220314	Bomgaars Supply	Parts & Supplies	701-43180-2210	119.80
04/28/2022	157979	Olsen Chain & Cable Inc	little bucket jib rope	701-43180-2210	159.85
Total 701431802210:					2,791.27
04/28/2022	157956	Auto Value Waseca	Parts	701-43180-2400	37.98
Total 701431802400:					37.98
Total Central Garage Services:					3,079.34
Property and Liability Insuran					
04/28/2022	157973	League of MN Cities Insurance Trust	1st & 2nd Qtr liability	702-49955-3610	20,890.80
Total 702499553610:					20,890.80
04/28/2022	157973	League of MN Cities Insurance Trust	1st & 2nd Qtr Property	702-49955-3620	38,797.20

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 702499553620:					38,797.20
Total Property and Liability Insuran:					59,688.00
Grand Totals:					<u>468,050.40</u>

Report Criteria:

Report type: GL detail
[Report].Amount = {<>} 0



Request for City Council Action

Title:	Donation to Bethlehem Inn, Waseca		
Meeting Date: May 3, 2022		Agenda Item Number:	6C
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	none
Originating Department: Waseca Police Department		Presented By:	
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to donate up to five abandoned bicycles in 2022 to Bethlehem Inn, Waseca.		

BACKGROUND: The Waseca Police Department was recently contacted by a staff member at Bethlehem Inn to see if the Department had any abandoned bicycles to donate to a couple of their residents who are in need of them to travel back and forth to work. Bethlehem Inn is a transitional housing facility for women and children in Waseca. The Waseca Police Department currently has approximately 100 abandoned bicycles. Normally, these are sold at a public auction but since there has not been one in quite some time, there is a surplus of them.

BUDGET IMPACT: Donating up to five abandoned bicycles will not have any budgetary impact to the City of Waseca.

POLICY QUESTION: N/A

ALTERNATIVES CONSIDERED: N/A

RECOMMENDATION: Staff recommends donating up to five abandoned bicycles from the Waseca Police Department to the Bethlehem Inn in Waseca.

Julia Hall

From: jonathan michels <jonjmichels@gmail.com>
Sent: Thursday, April 28, 2022 7:41 AM
To: Julia Hall
Subject: Resignation

Good morning Julia,

After some careful consideration, I'd like to remove myself from the Preservation Commission -- In short, I just don't have the time for extracurricular activities during business hours. Spare time for Commission activities the past couple months is harder to come by as my business continues to expand.

Thank you for your time, and have a great day.

Best,

Jon Michels



Request for City Council Action

Title:	Resolution 22-23: Adding Parcel to Eligible List		
Meeting Date:	May 3, 2022	Agenda Item Number:	6E
Action:	<input type="checkbox"/> MOTION <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Res. 22-23 Worke Letter
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Pass Resolution 22-23, adding parcels to eligible abatement list		
How does this item pertain to Vision 2030 goals?	Creating a Vibrant and Dynamic Community		

BACKGROUND: The program was established in 2016 to attempt to spur single-family home construction and reduce the surplus number of lots available in the City. Since then, the Council has extended the program through 2022.

During the Tax Abatement process, the City Council gives final approval on applications received by staff and allows for additional parcels to be added to the eligible list. Staff has received a request to all parcels in the Fox Meadows Development.

BUDGET IMPACT: None.

ALTERNATIVES CONSIDERED: None

RECOMMENDATION: Motion to approve Resolution No. 22-23, approving two tax abatement applications.

RESOLUTION NO. 22-23

**A RESOLUTION OF CITY OF WASECA, MINNESOTA
ADDING A RESIDENTIAL PARCEL TO THE PROPERTY TAX ABATEMENT PROGRAM**

WHEREAS, the City Council of the City of Waseca (“City Council”) adopted Resolution 19-08 on February 5, 2019, pursuant to which the City Council made certain amendments to its residential tax abatement program (the “Abatement Program”) previously established in Resolution No. 16-56, dated December 20, 2016, to encourage housing development within the City; and

WHEREAS, the parcels of real property eligible for participation in the Abatement Program were listed in Appendix 2 to Resolution 19-08 (the “eligible parcels”), and generally consist of every current vacant, unimproved parcel of property in a residential zoning district in the City of Waseca that are served by municipal infrastructure including central water and sanitary sewer service; and

WHEREAS, the City Council now wishes to add an additional improved residentially-zoned parcel (identified below) to the list of eligible parcels; and

WHEREAS, on November 16, 2021, the Council held a public hearing on the question of adding the residentially-zoned parcel (identified below) to the list of eligible parcels, with proper notice being duly given and published in advance.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends Resolution 19-08 to add parcels 172850100, 172850110, 172850120, 172850130, 172850140, 172850150, 172850160, 172850170, 172850180, 172850190, 172850210, 172850220, 172850230, 172850240, 172850250, 172850260, 172850270, 172850280, 172850290, 172852100, 172852110, 172852120 to the list of eligible parcels list held by the City.

Adopted this 3rd day of May, 2022

R.D. SRP
MAYOR

ATTEST:

JULIA HALL
ADMINISTRATIVE CLERK

April 29, 2022

To: City of Waseca Mayor and City Council

From: Worke Fox Meadows, LLC

Re: Fox Meadow 2nd Addition Tax Abatement Request

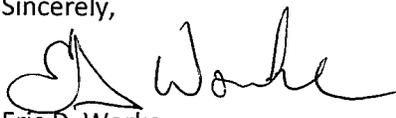
Dear Mayor and City Council of Waseca:

Please accept this letter as our request to add the newly subdivided lots in the Fox Meadows subdivision to the Tax Abatement program created to promote development of new homes in Waseca. If approved this will help in our efforts to market and develop these lots and hopefully grow the City of Waseca. The parcel #'s for the lots are listed below:

- R 17.285.0100 – Outlot A
- R 17.285.0110 – Lot-001 Block-001
- R 17.285.0120 – Lot-002 Block-001
- R 17.285.0130 – Lot-003 Block-001
- R 17.285.0140 – Lot-004 Block-001
- R 17.285.0150 – Lot-005 Block-001
- R 17.285.0160 – Lot-006 Block-001
- R 17.285.0170 – Lot-007 Block-001
- R 17.285.0180 – Lot-008 Block-001
- R 17.285.0190 – Lot-009 Block-001
- R 17.285.0210 – Lot-001 Block-002
- R 17.285.0220 – Lot-002 Block-002
- R 17.285.0230 – Lot-003 Block-002
- R 17.285.0240 – Lot-004 Block-002
- R 17.285.0250 – Lot-005 Block-002
- R 17.285.0260 – Lot-006 Block-002
- R 17.285.0270 – Lot-007 Block-002
- R 17.285.0280 – Lot-008 Block-002
- R 17.285.0290 – Lot-009 Block-002
- R 17.285.2100 – Lot-010 Block-002
- R 17.285.2110 – Lot-011 Block-002
- R 17.285.2120 – Lot-012 Block-002

Thank you for addressing our request.

Sincerely,



Eric D. Worke

Worke Fox Meadows LLC

Title:	WWTP (Wastewater Treatment Plant) Barscreen Renovation		
Meeting Date:	May 3, 2022	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Barscreen Pictures, City Attorney Opinion and Parkson Agreement
Originating Department:	Sanitary Sewer	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Maintaining high quality community assets		

BACKGROUND: The barscreen at the WWTP dates to the design of the current facility in 1983-1985, and construction from 1985-1987. The barscreen removes untreatable debris from the wastewater so the debris can be landfilled. The function of the barscreen is to protect all downstream equipment. The debris cannot be treated biologically or chemically and can plug pumps and pipes. So, the barscreen increases mechanical and operational efficiencies throughout the plant while protecting multi-million-dollar equipment.

Barscreen replacement was initially reviewed but was rejected as an option due to the estimated replacement costs exceeding \$675,000 and because of discussions with the original barscreen manufacturer, Parkson, as well as discussions with the City Attorney regarding State bid laws. The City Attorney has provided an email (attached) that the City follows State bid laws by negotiating the repair project with Parkson as the original equipment manufacturer/supplier.

BUDGET IMPACT

The Parkson quote to rebuild the existing barscreen in-place is \$383,840.00. Engineering assistance is not to exceed \$28,945 for a sub-total of \$412,785. Electrician work and installation assistance will be accomplished with City staff. The 2022 budget for the project is \$550,000.

ALTERNATIVES CONSIDERED: Barscreen replacement was evaluated and rejected. The barscreen has exceeded its design life of 30 years and needs to be rebuilt.

RECOMMENDATION: City Council authorizes the City Manager to enter into agreement with Parkson Corporation to rebuild the barscreen at the WWTP.





PARKSON





DANGER
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Carl Sonnenberg

From: Christopher M Kennedy <knklaw@hickorytech.net>
Sent: Wednesday, February 2, 2022 3:24 PM
To: Carl Sonnenberg
Subject: RE: Waseca MN - Parkson Screen

This letter addresses my concerns about this being a new project. I am fine moving forward.

Chris

From: Carl Sonnenberg [mailto:CarlS@ci.waseca.mn.us]
Sent: Wednesday, February 2, 2022 2:46 PM
To: Christopher M Kennedy <knklaw@hickorytech.net>
Subject: FW: Waseca MN - Parkson Screen

Chris, please review the attached letter from Parkson and provide me with your thoughts for the City to move forward with our barscreen project.

Thank you.

Carl.

Carl C. Sonnenberg
Utilities & Public Works Director
carls@ci.waseca.mn.us
507-521-1540

From: Daniels, Peter <peter.daniels@stantec.com>
Sent: Tuesday, February 1, 2022 3:50 PM
To: Carl Sonnenberg <CarlS@ci.waseca.mn.us>
Subject: FW: Waseca MN - Parkson Screen

Carl, see attached cover letter from Parkson. Can you share this with Chris to make sure he's ok with the language to justify sole source of the work to Parkson? It looks good to me.

Thanks.

Peter Daniels PE (AL, GA, IA, IL, KY, MA, MN, ND, NE, PA, SD, WI)
Senior Associate, Senior Water/Wastewater Engineer

Direct: 763 252-6838
Cell: 763-218-3023
peter.daniels@stantec.com

Stantec
7500 Olson Memorial Highway Suite 300
Golden Valley MN 55427-4886





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April 14, 2022

**Peter Daniels, PE
Stantec
7500 Olson Memorial Highway, Suite 300
Golden Valley, MN 55427**

Subject: Waseca, MN Aquaguard Screen

Peter

The attached quote is for the rebuilding the Parkson Aquaguard bar screen originally purchased under a competitive bid for Waseca, MN. The screen is serial number AG-0569 and was originally purchased in 1987. The attached rebuild quote is for replacing all wear items and blasting and painting of the frame.

This letter is also to confirm that Parkson Corporation is the sole source provider for the parts for the above Aquaguard screen. Parkson Corporation is the original manufacturer/supplier of the Aquaguard screen and is the only source for OEM replacement parts.

Feel free to contact me if you have any additional questions.

Thank you.

A handwritten signature in black ink that reads "Richard J. Musante". The signature is written in a cursive, flowing style.

Richard Musante

AGREEMENT

This Contract is by and between City of Waseca, Minnesota (Owner) and Parkson Corporation (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **Bar Screen Improvements** which includes **an on-site rebuild of the existing bar screen equipment**.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at the **City of Waseca, Minnesota Wastewater Treatment Facility (WWTF)**.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond (to be provided upon contract execution).
 - 3. Payment bond (to be provided upon contract execution).
 - 4. Request for Proposal and Addenda (Exhibit A).
 - 5. Contractor Proposal and Submission Form (Exhibit B).
 - 6. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Stantec Consulting Services, Inc., Golden Valley, Minnesota.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **December 31, 2022**, and completed and ready for final payment on or before **February 1, 2023**.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner for each day that expires after the Contract Time for substantial completion; provided; however, that the following conditions are met:
 - 1. The delay was caused solely by the actions/inactions of the Contractor; and
 - 2. The liquidated damages are actually assessed against the Contractor by Owner; and
 - 3. They are limited to \$500.00 per day with a maximum of 5% of the total contract value; and
 - 4. The Contractor is provided with a two (2) week cure period before the liquidated damages commence.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to

an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times and price should there be any significant increase in raw materials between the time of Purchase Order and Release for Fabrication may result in an increase in the price.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers unless same occurs as a result of a force majeure, including but not limited to those resulting directly or indirectly from the COVID pandemic.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **\$383,840.00** for all Work.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a

minimum AM Best rating of A-VII or better. Insurance certificate shall list City of Waseca as an additional insured. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	\$ 500,000
Bodily Injury By Disease, each Employee	\$ 500,000
Bodily Injury/Disease Aggregate	\$ 500,000

- b. Commercial General Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

- c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ 1,000,000
Each Accident	\$ 1,000,000
Property Damage:	
Each Accident	\$ 1,000,000

- d. Excess or Umbrella Liability:

Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

- e. Contractor's Pollution Liability:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the

Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Alternate workdays or work hours may be pre-approved by Owner at Owner's discretion.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents,

consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements,

quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any

individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The basis for payments shall be based on the following project milestones:
 - 1. 10% upon submittal of shop drawings
 - 2. 70% upon delivery of equipment to site
 - 3. 15% upon substantial completion
 - 4. 5% upon final completion

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. Substantial completion shall be defined as having a fully operational, rebuilt bar screen including all coatings having been completed.
- B. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- C. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- D. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, Contractor, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to the other parties for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.

Exhibit A

REQUEST FOR PROPOSALS FOR

**BAR SCREEN IMPROVEMENTS
CITY OF WASECA, MINNESOTA**

Table of Contents

1.0 DEFINITIONS 3

2.0 CONSULTING ENGINEER..... 3

3.0 INSTRUCTIONS TO RESPONDENTS..... 3

 3.1 PURPOSE..... 3

 3.2 DELIVERY AND OPENING OF SUBMISSIONS 3

 3.3 COMPLETION OF THE SUBMISSION 4

 3.4 SUBMISSION, WITHDRAWAL OR ALTERATION..... 4

 3.5 ALTERATION OF DOCUMENT 4

 3.6 RESPONDENT’S CONTACT 4

 3.7 RESPONDENT EXPENSE AND RISK..... 4

 3.8 INQUIRIES, OMISSIONS, DISCREPANCIES, AND INTERPRETATIONS 4

 3.9 ADDENDA..... 5

 3.10 SCHEDULE FOR RESPONDENT SELECTION 5

 3.11 RESPONDENTS SELECTION SUBMISSION Requirements 5

4.0 STANDARD CONDITIONS 6

 4.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS 6

 4.2 ACCEPTANCE OF DOCUMENTS AND CITY RIGHTS..... 6

 4.3 REGULATION COMPLIANCE AND LEGISLATION 6

 4.4 GOVERNING LAWS..... 6

 4.5 SAFETY AND PROTECTION..... 6

5.0 GENERAL SPECIFICATIONS 7

 5.1 INTRODUCTION..... 7

 5.2 PROJECT BACKGROUND 7

 5.3 GENERAL SCOPE 7

 5.4 DESIGN BASIS..... 8

 5.5 TECHNICAL REQUIREMENTS..... 8

6.0 SUBMISSION FORM..... 10

APPENDICES

A – Agreement

B – Performance Bond

1.0 DEFINITIONS

“RESPONDENT” refers to any legal enterprise making a submission in response to this RFP.

“SUPPLIER”: Respondent who is awarded the project by the City to furnish the BAR SCREEN equipment.

“BUSINESS DAY” means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed in Waseca, Minnesota.

“CONTRACT” means a formal Agreement and any attachments approved by the City.

“CITY” refers to the City of Waseca, Minnesota. For this Preselection process, Stantec is acting as the City’s agent and shall issue all clarifications, alterations and addenda to the RFP documents.

“MAY” used in this document denotes permissive.

“REQUEST FOR PROPOSAL (RFP)” means the document issued by the City of Waseca, Minnesota.

“SELLER” means Successful Respondent.

“SHALL” and “WILL” used in this document denotes imperative.

“SUBMISSION” means information submitted by a Respondent in response to this RFP.

“SUCCESSFUL RESPONDENT(S)” means a Respondent(s) whose submission has been accepted by the City, is awarded this project by the City, and enters into a binding contract with the City.

“AGREEMENT” means the contract for construction included in Appendix A of this RFP.

2.0 CONSULTING ENGINEER

The Consulting Engineer for this project is:

Stantec Consulting Services, Inc.
Ash Hammerbeck
7500 Olson Memorial Highway, Suite 300
Golden Valley, Minnesota 55427
Phone: (763) 252-6945
Cell: (715) 551-3774
email: ash.hammerbeck@stantec.com

3.0 INSTRUCTIONS TO RESPONDENTS

3.1 PURPOSE

The City of Waseca is requesting a proposal for the supply, delivery, installation, and commissioning of bar screen improvements for the pre-treatment of wastewater at the City of Waseca, Minnesota Wastewater Treatment Facility (WWTF).

The bar screen improvements will consist of an onsite rebuild of the existing screen equipment which involves replacement of the full screen assembly. This includes the guide rail assemblies, seals, drive chain, and screen elements and blasting and repainting of the existing frame.

3.2 DELIVERY AND OPENING OF SUBMISSIONS

Proposals will be received electronically via e-mail to Ash Hammerbeck at ash.hammerbeck@stantec.com until April 8, 2022 at 10:00 am CDT.

3.3 COMPLETION OF THE SUBMISSION

The submission must be completed electronically. All entries shall be clear and legible. All items shall be submitted according to any instruction in this document.

Alterations to comply with instructions within the document may be made providing they are legible and initialled. Submissions which are incomplete, conditional, illegible or obscure that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or contain irregularities of any kind may be rejected.

3.4 SUBMISSION, WITHDRAWAL OR ALTERATION

Any Submission may be withdrawn prior to the scheduled time for Submission Closing, or authorized postponement thereof. Submissions received after the date and time of closing will not be considered. No Submission may be withdrawn within Sixty (60) calendar days from the actual date and time of closing for the Submissions.

3.5 ALTERATION OF DOCUMENT

The submission shall contain no alterations or additions, except those to comply with instructions within the document, as issued by the City, or as necessary to correct errors in which case such corrections shall be initialled by the authorized person or persons signing the submission. Any unauthorized alterations to the City's document may result in the rejection of the submission.

3.6 RESPONDENT'S CONTACT

The Respondent shall name a person through whom all inquiries and communications about their submission may be directed. This person shall have sufficient technical knowledge and responsibility to respond directly to any inquiries regarding the Respondents submission.

3.7 RESPONDENT EXPENSE AND RISK

The Respondents waive any claim, action or demand, however arising, whether in contract (including fundamental breach or breach of a fundamental term), tort (including negligence) or otherwise, for loss of profits, overhead expenses, liabilities, costs, expenses or other losses or damages incurred, sustained or suffered by themselves or any third party in connection with the acceptance or non-acceptance by the City of any Submission, any delay in the acceptance of a Submission, or any other matters connected to the procurement or any subsequent negotiation process. All costs incurred in the preparation and presentation of the Submission and any subsequent negotiations shall be wholly absorbed by the Respondent. All documentation submitted shall become the property of the City.

3.8 INQUIRIES, OMISSIONS, DISCREPANCIES, AND INTERPRETATIONS

The City shall not be held liable for any errors or omissions in any part of this RFP. While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Should a Respondent find omissions from or discrepancies in any of the RFP documents or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent shall notify the designated Contact without delay. If the designated contact considers that a correction, explanation or interpretation is necessary or desirable an addendum will be issued to all registered document holders.

No oral explanation or interpretation will modify any of the requirements or provisions of the RFP or Submissions.

All questions, concerns and communications with respect to the RFP process will be made directly and solely to the Contact. Failure to abide by this requirement will be grounds for disqualification.

Questions and answers that may have an effect on Respondents' proposals will be circulated in writing as an RFP addendum.

3.9 **ADDENDA**

The City may choose to issue addenda to provide clarification or additional information. Addenda will be distributed using the latest contact information provided. It is the Respondent's ultimate responsibility to ensure they have received all addenda. Document holders must acknowledge receipt of addenda on the form contained in the document or the submission may be disqualified.

3.10 **SCHEDULE FOR RESPONDENT SELECTION**

Activity	Date
Request for Proposal Issued	Approximately March 30, 2022
Proposal Submission Closing	April 8, 2022 10:00 a.m. CST
Expected Notice of Award	April 19, 2022
Equipment Delivery Schedule:	
1. Submittals	4 weeks from Notice of Award
2. Equipment Delivery	As needed to accommodate construction schedule
3. Construction	5 week duration between November 1 and December 31, 2022

Note: Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion.

3.11 **RESPONDENTS SELECTION SUBMISSION REQUIREMENTS**

The submission shall include one (1) Digital PDF of the complete submission. Respondents are required to provide responses to each of the sections listed below.

Respondents are to include any additional information regarding their firm, equipment and/or services, and case histories that could prove beneficial to the evaluation team in accessing their submission. This must be directly relevant information only.

Submissions shall include the following:

- Cover letter documenting original supply and Respondent's history with the City of Waseca bar screen.
- Respondent's Contact information including name, e-mail, and phone number.
- List of Existing Equipment, including items to be replaced and items for continued use.
- List of Replacement Equipment, including sizes, materials of construction, and other relevant descriptors.
- Description of Work including work items to be completed by Respondent and work items to be completed by City, including itemized list of exclusions.
- Itemized Bid Cost including equipment, labor, and subcontractor breakdowns, as well as itemized list of exclusions.
- Description of Start-Up Assistance services, including number of person-hours and scope of operator training.

- Preliminary List of Submittals
- Preliminary Schedule including submittal period, equipment delivery, construction, start-up, final completion, and warranty period.
- Completed Submission Form (Part 6.0 of this document).
- Performance bond.

4.0 STANDARD CONDITIONS

4.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

The Terms and Conditions described in the Agreement (Appendix A) apply to this requirement.

4.2 ACCEPTANCE OF DOCUMENTS AND CITY RIGHTS

The City of Waseca reserves the right in its absolute discretion to:

- a) Vary, discontinue, or cancel the procurement process, and/or commence a new qualification process for the same or similar deliverables, if it deems reasonable conditions exist to do so.
- b) Accept or reject any Submission(s), in whole or in part.
- c) Provide additional written information to Respondents.
- d) The City reserves the right to accept or reject any or all Submissions and to waive any minor irregularities or formalities as the interests of the City may require and without stating reasons, therefore.
- e) Cancel, add or amend the information, requirements, terms, procedures, or processes set out in this document.
- f) Amend the requirements, the description of services required or any other aspect of this document.
- g) The City will attempt to meet all dates noted in this RFP but reserves the right to modify any or all dates at its discretion.

These reserved rights are in addition to any other express rights under this RFP and other rights that may be implied in favor of the City in the circumstances.

4.3 REGULATION COMPLIANCE AND LEGISLATION

The Respondent selected shall ensure all services and products provided in respect to the contract are in accordance with, and under authorization of all applicable authorities, Municipal, State and Federal legislation.

4.4 GOVERNING LAWS

The RFP will be interpreted and governed by the laws of the State of Minnesota.

The Contract, and of each clause and part thereof, shall be governed by the laws of the State of Minnesota.

4.5 SAFETY AND PROTECTION

The Successful Respondent shall:

- Comply with all laws, rules and regulations relating to the work to be provided including but not limited to the US and Minnesota Occupational Safety and Health Administration regulations, as amended from time to time;
- Be responsible for the safety of all workers in undertaking delivery of the work, in accordance with all applicable legislation.

5.0 GENERAL SPECIFICATIONS

5.1 INTRODUCTION

The City of Waseca is requesting a proposal for the supply, delivery, installation, and commissioning of bar screen improvements for the pre-treatment of wastewater at the City of Waseca, Minnesota Wastewater Treatment Facility (WWTF).

If the City, at its sole discretion, determines the selection process will not meet the objective, the City reserves the right to cancel the entire process and proceed in whatever manner it deems to be in the best interest of the City.

5.2 PROJECT BACKGROUND

The headworks facility consists of an automatic bar screen with a screening washer/compactor and a bypass channel equipped with a manual bar screen that was originally installed in 1986. Downstream of the mechanical bar screen, flow is conveyed to the grit removal chamber via four raw sewage pumps.

The design flows for the WWTF are listed below. These flows are identified in the facility's NPDES/SDS permit.

- Average Dry Weather, ADW: 1.98 MGD
- Average Annual Day Flow, 2.17 MGD
- Average Wet Weather, AWW: 3.5 MGD
- Peak Hourly Wet Weather, PHWW: 12 MGD

From June 2018 to June 2021, the average daily flow to the facility was 1.74 MGD. There were 13 months when the monthly average flow exceeded the design AWW flow listed above. The design PHWW flow has not been exceeded. However, there have been significant infiltration/inflow issues in the City's sewer collection system that impact the headworks facility. The capacity of downstream pumping equipment leads to flooding of the screen room when the influent flow exceeds approximately 9.3 MGD.

The existing mechanical screen is a vertical chain and rake bar screen located in the headworks lift station building. It receives untreated raw sewage from the City's sewer system and removes debris and solids. The bar spacing is 1/4-inch (6 mm). The dimensions of the influent screen are approximately 4' wide x 25' high x 3' deep. A washer/compactor adjacent to the screen on the main level flushes organics and debris from the screen and compresses the screenings so that the dewatered material can be landfilled. In the event of equipment failure, influent flow can be directed to a bypass channel equipped with a manual, large-opening screen to allow continuous operation.

The screen has been in service since 1986 and has exceeded its design life. The City's sewer system experiences significant I/I, during which time the basement area of the headworks lift station building has flooded. The City has also had clogging and maintenance issues with downstream pumps as a result of fibrous materials that are not captured by the mechanical screen.

The replacement equipment will need to have sufficient hydraulic capacity to accommodate the design flows listed above.

5.3 GENERAL SCOPE

The Respondent shall list all equipment and services Respondent proposes to furnish. The Respondent shall also list equipment, work, and materials related to the bar screen improvements to be provided by others.

The Respondent will complete an onsite rebuild of the existing screen equipment including but not necessarily limited to the items listed below.

- Replacement of the full screen assembly and all wear parts, including the guide rail assemblies, seals, drive chain, and screen elements.
- Blasting and repainting of the existing frame.

- Other ancillary parts or equipment required for completion of the bar screen rebuild.
- Special tools and spare parts.
- Delivery, technical assistance, and Commissioning and Startup Services.
- Operation and Maintenance Training of City personnel.
- Warranty.
- Equipment Submittals for review and approval prior to fabrication (including coatings).
- Operation and Maintenance Manuals.

5.4 **DESIGN BASIS**

The design criteria for the screen improvements are presented in Table 1.

Table 1: Summary of Design Criteria

Design Flow, PHWW, MGD	12
Maximum Upstream water level, inches	48
Channel width, inch	48
Channel depth, inch	48
Influent TSS*, mg/L (average)	325
Influent TSS*, mg/L (peak day)	5880
Effluent chloride concentration*, mg/L (average)	355
Effluent chloride concentration*, mg/L (peak day)	561

*Based on June 2018- June 2021 DMR data.

In addition to the hydraulics design criteria shown above, the additional requirements apply to the design of the new screen:

- Although the design PHWW is 12 MGD, it is understood that the influent channel floods at a lower influent flow rate. The bar screen components shall accommodate operating in a flooded condition (when the water level exceeds the channel depth).
- Per the National Fire Protection Association (NFPA) 820 and National Electric Code (NEC), the screen environment shall be classified as Class 1, Division 1 due to the presence of ignitable hazards. All process, electrical, and mechanical equipment shall be rated to comply with these requirements.
- Bar spacing shall be 3mm.
- The existing bar screen equipment is constructed of 304 stainless steel (SS). Literature data suggests that chloride concentrations above 200 mg/L may lead to increased corrosion of 304 SS, and 316 SS should be considered.
 - Base bid for the equipment supply shall be for 304 stainless steel components
 - Proposal shall include optional price adder for 316 stainless steel components

5.5 **TECHNICAL REQUIREMENTS**

1. Installation of the mechanically-raked bar screen equipment shall be in strict accordance with the requirements of the manufacturer's written instructions and Shop Drawings.
2. Parts of the mechanism shall be amply proportioned for stresses that may occur during fabrication, erection, and intermittent or continuous operation. Workmanship shall be of high grade and be of the manufacturer's latest design.
3. Materials shall be suitable for service in a moist, corrosive environment as encountered in wastewater treatment plants.
4. The bar screen controls shall be operable by the current system and in the same fashion as current operations. The existing bar screen controls are not being replaced.
5. The existing safety guards and inspection covers shall be maintained for future use.
6. The manufacturer shall supply one complete set of special tools necessary for routine adjustments.

7. Proposal shall include an optional price adder for furnishing one set of spare parts for components exposed to operational wear during normal equipment service. Spare parts shall include bearings, sprockets, chains, pinions, limit switches, drive gear rack, rollers, and wiper blades.
8. Blasting and coating shall be in accordance with coating manufacturer recommendations.
9. Upon completion of the installation, each piece of equipment and each system shall be tested for satisfactory operation without excessive noise, vibration, overheating, etc. Equipment shall be adjusted and checked for alignment, clearances, supports, and adherence to safety standards, until found satisfactory. Manufacturer shall provide a written startup report that documents the inspection.
10. Warranty: Refer to Correction Period requirements in Agreement (Appendix A).
11. Owner must be able to access, operate, and maintain all equipment in the bar screen building during Contractor's work, which includes 24/7 access to all equipment, including the manual bar screen.
12. Contractor must coordinate site access, storage areas, and equipment delivery with Owner.

6.0 SUBMISSION FORM

FOR THE PROVISION OF: BAR SCREEN IMPROVEMENTS, CITY OF WASECA, MN

OFFERED AND AGREED BY:

FIRM NAME:	<u>Parkson Corp</u>	CONTACT NAME:	<u>Richard Musante</u>
ADDRESS:	<u>1401 W. Cypress Creek Rd. STE 100</u>	PHONE NUMBER:	<u>814-659-1214</u>
	<u>Fort Lauderdale, FL</u>	FAX NUMBER:	<u></u>
ZIP CODE:	<u>33309</u>	EMAIL:	<u>rmusante@parkson.com</u>

HEREINAFTER CALLED THE "RESPONDENT"

TO: THE CITY OF WASECA, MINNESOTA HEREINAFTER CALLED THE "CITY"

The Respondent, having carefully examined the RFP, including the Terms and Conditions of the Agreement, and all documents relating thereto, does hereby offer in accordance therewith to supply the goods/services, and all components thereof, as required by the City of Waseca and as outlined in the RFP.

The Respondent HEREBY AGREES:

1. that this submission is subject to the acceptance of the City of Waseca;
2. that, among other matters, the lowest priced submission, or any submission, will not necessarily be accepted;
3. to undertake to provide any goods and services in accordance with the proposal.

The Respondent HEREBY DECLARES:

1. The Respondent accepts and agrees to the Terms and Conditions of the Agreement and all other terms and conditions of the RFP in their entirety, without qualification;
2. By signing this submission, I confirm I have read and understood the content and requirements of this Submission document and hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.
3. The Respondent has fully reviewed the information and the Specifications and/or Scope of Work and submits this information in anticipation of the fulfillment of the Specifications and/or Scope of Work.
4. No person, firm or City, other than the Respondent, has any other interest in the submission or in the award for which the Submission is made.
5. This submission has been executed by a duly authorized principal signing officer to sign on behalf of the above-named firm and the corporate seal has been affixed, where applicable.

ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE OF ADDENDA

ADDENDUM #	DATE RECEIVED
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda received

DATED _____ THE 7TH DAY OF APRIL 2022

Dianne Kaplan - Contracts Manager
PARKSON CORPORATION

WITNESS - PRINT NAME

RESPONDENT - PRINT NAME

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

APPENDIX A

AGREEMENT

This Contract is by and between City of Waseca, Minnesota (Owner) and
Parkson Corporation (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. **Bar Screen Improvements** which includes **an on-site rebuild of the existing bar screen equipment**.
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at the **City of Waseca, Minnesota Wastewater Treatment Facility (WWTF)**.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Request for Proposal and Addenda.
 - 5. Contractor Submission Form.
 - 6. Accepted Contractor Proposal (Submission).
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Stantec Consulting Services, Inc., Golden Valley, Minnesota.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **December 31, 2022**, and completed and ready for final payment on or before **February 1, 2023**.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner for each day that expires after the Contract Time for substantial completion; provided; however, that the following conditions are met:
 - 1. The delay was caused solely by the actions/inactions of the Contractor; and
 - 2. The liquidated damages are actually assessed against the Contractor by Owner; and
 - 3. They are limited to \$500.00 per day with a maximum of 5% of the total contract value; and
 - 4. The Contractor is provided with a two (2) week cure period before the liquidated damages commence.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an

equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times and price should there be any significant increase in raw materials between the time of Purchase Order and Release for Fabrication may result in an increase in the price.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers unless same occurs as a result of a force majeure, including but not limited to those resulting directly or indirectly from the COVID pandemic.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **§[Contract Price]** for all Work.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a

minimum AM Best rating of A-VII or better. Insurance certificate shall list City of Waseca as an additional insured. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	\$ 500,000
Bodily Injury By Disease, each Employee	\$ 500,000
Bodily Injury/Disease Aggregate	\$ 500,000

- b. Commercial General Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
	\$ 1,000,000

- c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ 1,000,000
Each Accident	\$ 1,000,000
Property Damage:	
Each Accident	\$ 1,000,000

- d. Excess or Umbrella Liability:

Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

- e. Contractor's Pollution Liability:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the

Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Alternate workdays or work hours may be pre-approved by Owner at Owner's discretion.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents,

consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements,

quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any

individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The basis for payments shall be based on the following project milestones:
 - 1. 10% upon submittal of shop drawings
 - 2. 70% upon delivery of equipment to site
 - 3. 15% upon substantial completion
 - 4. 5% upon final completion

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. Substantial completion shall be defined as having a fully operational, rebuilt bar screen including all coatings having been completed.
- B. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- C. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- D. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, Contractor, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to the other parties for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.

APPENDIX B

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

Exhibit B



CORPORATE OFFICE

1401 W. Cypress Creek Rd., Ste. 100
Fort Lauderdale, FL 33309
Phone 954.974.6610
Fax 954.974.6182

April 14, 2022

**Peter Daniels, PE
Stantec
7500 Olson Memorial Highway, Suite 300
Golden Valley, MN 55427**

Subject: Waseca, MN Aquaguard Screen

Peter

The attached quote is for the rebuilding the Parkson Aquaguard bar screen originally purchased under a competitive bid for Waseca, MN. The screen is serial number AG-0569 and was originally purchased in 1987. The attached rebuild quote is for replacing all wear items and blasting and painting of the frame.

This letter is also to confirm that Parkson Corporation is the sole source provider for the parts for the above Aquaguard screen. Parkson Corporation is the original manufacturer/supplier of the Aquaguard screen and is the only source for OEM replacement parts.

Feel free to contact me if you have any additional questions.

Thank you.

A handwritten signature in black ink that reads "Richard Musante". The signature is written in a cursive, flowing style.

Richard Musante

6.0 SUBMISSION FORM

FOR THE PROVISION OF: BAR SCREEN IMPROVEMENTS, CITY OF WASECA, MN

OFFERED AND AGREED BY:

FIRM NAME:	<u>Parkson Corp</u>	CONTACT NAME:	<u>Richard Musante</u>
ADDRESS:	<u>1401 W. Cypress Creek Rd. STE 100</u>	PHONE NUMBER:	<u>814-659-1214</u>
	<u>Fort Lauderdale, FL</u>	FAX NUMBER:	<u></u>
ZIP CODE:	<u>33309</u>	EMAIL:	<u>rmusante@parkson.com</u>

HEREINAFTER CALLED THE "RESPONDENT"

TO: THE CITY OF WASECA, MINNESOTA HEREINAFTER CALLED THE "CITY"

The Respondent, having carefully examined the RFP, including the Terms and Conditions of the Agreement, and all documents relating thereto, does hereby offer in accordance therewith to supply the goods/services, and all components thereof, as required by the City of Waseca and as outlined in the RFP.

The Respondent HEREBY AGREES:

1. that this submission is subject to the acceptance of the City of Waseca;
2. that, among other matters, the lowest priced submission, or any submission, will not necessarily be accepted;
3. to undertake to provide any goods and services in accordance with the proposal.

The Respondent HEREBY DECLARES:

1. The Respondent accepts and agrees to the Terms and Conditions of the Agreement and all other terms and conditions of the RFP in their entirety, without qualification;
2. By signing this submission, I confirm I have read and understood the content and requirements of this Submission document and hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.
3. The Respondent has fully reviewed the information and the Specifications and/or Scope of Work and submits this information in anticipation of the fulfillment of the Specifications and/or Scope of Work.
4. No person, firm or City, other than the Respondent, has any other interest in the submission or in the award for which the Submission is made.
5. This submission has been executed by a duly authorized principal signing officer to sign on behalf of the above-named firm and the corporate seal has been affixed, where applicable.

ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE OF ADDENDA

ADDENDUM #	DATE RECEIVED
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda received

DATED _____ THE 7TH DAY OF APRIL 2022

Carlos Robaina

Dianne Kaplan - Contracts Manager
PARKSON CORPORATION

WITNESS - PRINT NAME

RESPONDENT - PRINT NAME

[Signature]

[Signature]

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



1.B The following parts are recommended for replacement on one (1) unit:

<u>Item Description</u>	<u>Quantity</u>
AG-744	B02011027
Waseca, MN	
AG-S-T(85) 3-10 1/2 x 24'-0	
Screen assembly	1
Rotating Brush Hardware*	1
Brush*	1
Hub*	2
Hardware*	1
Brush Bearing, 3/4"*	2
Take-Up Block Bearing*	2
Thrust Bearing	2
Upper Guide Rail Assembly, L/R	2
Rail, Upper Guide	
Support, Upper Guide	
Front Rail Assembly, L/R	2
Rail, Front Guide	
Support, Front Guide	
Decatenary Rail AS/ OH	2
Middle Guide Rails	2
Lower Guide Rail	2
Front seal, 3" and 6" Brushes	1
Side seal, outside - Brush	2
Side seal, inside - A00075A, Brush	2
Pan seal - 1A-3801, Neoprene	2
Drive Chain #120, w M/L	1
Sprocket, Main Driver, Shear Pin Hub w/ Shear Pin	1
Shear Pin: Murray 7/16" Diameter Neck	10
Shear Pin Hub: Murray Tork Alarm	1
Sprocket, Idler Drive	1
Sprocket, Drive Shaft-Driven	1
Bushing, S1	1
Idler Shaft	1
Drive Idler	1
Drive Chain #50, w M/L*	1
Brush Sprocket (Driver)*	1
Idler Sprocket (Brush Chain)*	1
Brush Sprocket (Driven)*	1
Bushing (Brush Sprocket-Driven), Q1,1 15/16" *	1
Bushing (Brush Sprocket-Driver), Q1,2 1/2" B*	1



Idler Shaft*	1
Idler Tightener*	1
Lubrication, Flex line 12"	2
Lubrication, Flex line 24"	2
Touch-Up Paint, Bitumastic 300-M Black	2
Coal Tar Epoxy	
Nameplates & Labels Set	1
<u>Screen assembly, 90 shafts</u>	
Side plate (Phenolic)	180
Washer	180
Filter shaft	90
Elements 3mm	5895
Side chain	180
Snap ring	180
Blasting and Painting (Contracted by Parkson)	1
New AWP8 Press with discharge pipe and chute	1
New AWP8 Control Panel	1

ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified On-site Rebuild (In-Kind) with OEM Parts & Technicians (Per Unit) \$383,840.00 USD

1. To ensure work site safety, customer/owner is responsible for thoroughly cleaning, pressure washing, disinfecting the unit.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is excluded.
5. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
6. All electrical and mounting for the AWP and controls is by others. Parkson will mount the chute, discharge pipe and start the unit.
7. Taxes excluded.
8. Upon disassembly in our shop or on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- 9.



Blasting and Painting (Contractor)

- (i) **Includes Prep, Blasting, Painting, Clean-Up**
- (ii) **Includes Painter's Mobilization and Fuel**
- (iii) **Includes Miscellaneous Materials**
- (iv) **Estimated time – 2 weeks**
- (v) **Outside of frame in the channel will not be blasted and painted due to the screen being in the channel.**

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for \$1,200 per day plus travel and living expenses.

ITEM 3 SCHEDULE, VALIDITY, PAYMENT TERMS

3.A Schedule

- Submittal Phase required on this project.
- Submittals will be made 4 weeks after receipt of notice of award by Parkson and all questions are resolved.
- Parts availability: 20-24 weeks following approval of submittals.
- Field/on-site rebuild will be accomplished between November 1 and December 31, 2022.
- Rebuild estimated to take 5 weeks including blasting and painting.

3.B Validity:

Price is valid for sixty (60) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.

3.C Payment Terms:

10% upon submittal of shop drawings
70% upon delivery of parts to the site
15% upon substantial completion
5% upon final completion



ITEM 4 WARRANTY, DRAWINGS & MANUALS

4.A Mechanical Warranty:

1. As defined in Section XVI (see attached link under terms and conditions) Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by a) factory certified rebuild, b) on-site certified rebuild, or c) on-site supervised, certified rebuild.
2. Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.

4.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- | | |
|------------------------|-------------------------|
| 1. Approval Drawings: | Not required |
| 2. Certified Drawings: | Not required |
| 3. IO&M Manuals: | One (1) Electronic Copy |

TERMS AND CONDITIONS:

This Quotation is governed by previously approved Appendix A of the RFP 20220330 dated 3/30/2022

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Parkson rebuild as defined in Part 5 of RFP 20220330

BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

Getting the Unit ready for the Rebuild/Retrofit

- Upon disassembly in our shop or on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Prior to work beginning on the Aquaguard screen:
 1. High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
 2. Disassembling from adjoining equipment / electrical / controls.
 3. Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
 4. Removing piping connections, platforms, gratings and railings unless stated otherwise.
 5. Removing any other auxiliary equipment or service not detailed above.



- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)

- Adhere to safety requirements listed in section 7.09 of the RFP agreement 20220330
- Provide the required insurance listed in section 6.02 of the RFP agreement 20220330
- Provide a safe work area around the equipment.
 1. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum ¾" plywood and ensure it is properly secured.
 2. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.
- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Unloading of replacement parts when they arrive on site.
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen (if applicable)
- Redirect channel flow.
- Provide clean, dry channel.

Customer must Provide:

- Dumpster for all old parts [on-site rebuild only].

Issued By: Carlos Robaina

PARKSON CORPORATION

1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309

Richard J Musante

Name: Richard Musante
Title: Mid-West Regional Sales Manager
Phone: 814-659-1214
E-Mail: rmusante@parkson.com
Fax: 954-252-3775
Date: 4-4-2022



- Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Local Rep: Matt Madson
Vessco, Inc.
8217 Upland Circle
Chanhassen, MN 55317
(M) 612-269-4859

cc: Edna Sugden

Aqua Guard Rebuild 9/26/2018 supersedes 06/09/17

Daniels, Peter

From: Richard Musante <rmusante@parkson.com>
Sent: Wednesday, April 27, 2022 11:52 AM
To: Daniels, Peter; Hammerbeck, Ash
Cc: Matt Madson
Subject: RE: Waseca Screen Information

We can do the same right angle drive like what is on the MEVA press that is there now. The price would be the same.

From: Daniels, Peter <peter.daniels@stantec.com>
Sent: Wednesday, April 27, 2022 12:44 PM
To: Richard Musante <rmusante@parkson.com>; Hammerbeck, Ash <ash.hammerbeck@stantec.com>
Cc: Matt Madson <mmadson@vessco.com>
Subject: RE: Waseca Screen Information

[Just following up on this, thanks for the help.](#)

Peter Daniels PE (AL, GA, IA, IL, KY, MA, MN, ND, NE, PA, SD, WI)
Senior Associate, Senior Water/Wastewater Engineer

Direct: 763 252-6838
Cell: 763-218-3023
peter.daniels@stantec.com

Stantec
7500 Olson Memorial Highway Suite 300
Golden Valley MN 55427-4886



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Please consider the environment before printing this email.

From: Daniels, Peter
Sent: Wednesday, April 27, 2022 8:18 AM
To: 'Richard Musante' <rmusante@parkson.com>; Hammerbeck, Ash <ash.hammerbeck@stantec.com>
Cc: Matt Madson <mmadson@vessco.com>
Subject: RE: Waseca Screen Information

[Rick, one other observation. The current wash press has the motor mounted vertically, which is different than your shop drawing \(see below\). I don't believe there will be room to have the motor mounted as shown in the drawing. Can you mount the motor in the same orientation as the existing, so it fits? I assume no cost changes for this?](#)

[Please confirm this morning sometime if you can. Thanks.](#)



Peter Daniels PE (AL, GA, IA, IL, KY, MA, MN, ND, NE, PA, SD, WI)
Senior Associate, Senior Water/Wastewater Engineer

Direct: 763 252-6838
Cell: 763-218-3023
peter.daniels@stantec.com

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Please consider the environment before printing this email.

From: Richard Musante <rmusante@parkson.com>
Sent: Tuesday, April 26, 2022 12:52 PM
To: Daniels, Peter <peter.daniels@stantec.com>; Hammerbeck, Ash <ash.hammerbeck@stantec.com>

Cc: Matt Madson <mmadson@vessco.com>

Subject: Re: Waseca Screen Information

Dan,

I am driving but here is the response from the office:

We proposed an AWP8-3 which is slightly shorter than the existing unit, so I do not believe the new unit would sit on the existing concrete blocks.

Let me know if you need anything else.

Rick

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

From: Daniels, Peter <peter.daniels@stantec.com>

Sent: Tuesday, April 26, 2022 1:18:50 PM

To: Richard Musante <rmusante@parkson.com>; Hammerbeck, Ash <ash.hammerbeck@stantec.com>

Cc: Matt Madson <mmadson@vessco.com>

Subject: RE: Waseca Screen Information

Rick and Matt,

Can you please verify that the wash press will sit on the existing concrete blocks and how the bolt holes will line up? See attached measurements.

We also don't know which AWP8 unit will be provided, so we can't verify dimensions.

We need you to confirm this info today so we can keep things moving for the City review process.

Thanks!

Peter Daniels PE (AL, GA, IA, IL, KY, MA, MN, ND, NE, PA, SD, WI)

Senior Associate, Senior Water/Wastewater Engineer

Direct: 763 252-6838

Cell: 763-218-3023

peter.daniels@stantec.com

Stantec

7500 Olson Memorial Highway Suite 300

Golden Valley MN 55427-4886



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Please consider the environment before printing this email.

From: Richard Musante <rmusante@parkson.com>

Sent: Sunday, April 24, 2022 3:18 PM

To: Daniels, Peter <peter.daniels@stantec.com>; Hammerbeck, Ash <ash.hammerbeck@stantec.com>

Cc: Matt Madson <mmadson@vessco.com>

Subject: RE: Waseca Screen Information

Per my previous email a new connecting chute and discharge pipe will be provided with the new wash press. Parkson would not mount the control panel or run or connect any wires as our technicians are not certified electricians. We would start the unit up after it is hooked up and ready to go. Parkson would also not do the mounting of the press to the floor. I don't know if you plan to lag it to the floor or leave it so it can be moved if necessary.

Let me know if you need any additional information.

Thank you.

Rick

From: Daniels, Peter <peter.daniels@stantec.com>
Sent: Thursday, April 21, 2022 12:50 PM
To: Hammerbeck, Ash <ash.hammerbeck@stantec.com>; Richard Musante <rmusante@parkson.com>
Cc: Matt Madson <mmadson@vessco.com>
Subject: RE: Waseca Screen Information

Rick –

See attached for information and photos of the existing wash press and control panel.

Can you please confirm that what is in your proposal will cover the work to replace the existing equipment?

I assume the existing hopper from the bar screen would stay in place – please confirm that as well.

As has been mentioned we want to make sure that the proposal covers all work to fully replace the existing equipment and provide a fully operational system. Or if any work is required to be completed by another group, we need to know exactly what that is.

Let us know if you have any questions. Thanks.

Peter Daniels PE (AL, GA, IA, IL, KY, MA, MN, ND, NE, PA, SD, WI)
Senior Associate, Senior Water/Wastewater Engineer

Direct: 763 252-6838
Cell: 763-218-3023
peter.daniels@stantec.com

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Please consider the environment before printing this email.

From: Hammerbeck, Ash <ash.hammerbeck@stantec.com>
Sent: Thursday, April 21, 2022 11:09 AM
To: Richard Musante <rmusante@parkson.com>; Carl Sonnenberg <CarlS@ci.waseca.mn.us>
Cc: Matt Madson <mmadson@vessco.com>; Daniels, Peter <peter.daniels@stantec.com>
Subject: RE: Waseca Screen Information

Thanks for this info, Rick.

Carl – Are there any other items you'd like to discuss on this? Should we move forward with including those options in the project? Happy to jump on a call if needed.

Thanks,

Ash Hammerbeck, PE*

Water/Wastewater Engineer

*Licensed in MN

Direct: 763-252-6945

ash.hammerbeck@stantec.com

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From: Richard Musante <rmusante@parkson.com>

Sent: Monday, April 18, 2022 8:50 AM

To: Carl Sonnenberg <CarlS@ci.waseca.mn.us>; Hammerbeck, Ash <ash.hammerbeck@stantec.com>

Cc: Matt Madson <mmadson@vessco.com>; Daniels, Peter <peter.daniels@stantec.com>

Subject: RE: Waseca Screen Information

Carl,

Attached is a panel and AWP8 drawing. The new AWP comes with a new inlet hopper and a new discharge pipe.

Let me know if you have any other questions. I am heading to the airport and I will be flying until around 2:30 or 3:00 today.

Thanks.

Rick

From: Carl Sonnenberg <CarlS@ci.waseca.mn.us>

Sent: Monday, April 18, 2022 8:47 AM

To: Richard Musante <rmusante@parkson.com>; Hammerbeck, Ash <ash.hammerbeck@stantec.com>

Cc: Matt Madson <mmadson@vessco.com>; Daniels, Peter <peter.daniels@stantec.com>

Subject: RE: Waseca Screen Information

All:

I would like to see the shop drawings on the AWP8 screw wash press and its control panel asap.....important for mounting....also, currently we have a SS hopper to direct material into the AWP; how will material be directed from the rebuilt barscreen to the new AWP? Is there an adder required? The new AWP comes with a hopper? I'm expecting a complete turn-key operation once installed. If there are additional conversation items from anyone, now is the time please.

Thank you.

Carl.

Carl C. Sonnenberg
Utilities & Public Works Director
carls@ci.waseca.mn.us
507-521-1540

From: Richard Musante <rmusante@parkson.com>
Sent: Friday, April 15, 2022 7:16 AM
To: Hammerbeck, Ash <ash.hammerbeck@stantec.com>
Cc: Matt Madson <mmadson@vessco.com>; Daniels, Peter <peter.daniels@stantec.com>; Carl Sonnenberg <CarlS@ci.waseca.mn.us>
Subject: RE: Waseca Screen Information

Good morning Ash,

Attached is the revised proposal. I made the changes we spoke about on the phone and I also eliminated the options section. I added the AWP and controls with their freight into the lump sum price.

Regarding the AWP, Parkson would mount the discharge pipe, the chute, and start up the unit. The electrical and any drilling into the floor for mounting bolts would be by others.

Let me know if you see anything I missed.

Thanks and have a great weekend.

Rick

From: Hammerbeck, Ash <ash.hammerbeck@stantec.com>
Sent: Wednesday, April 13, 2022 5:45 PM
To: Richard Musante <rmusante@parkson.com>
Cc: Matt Madson <mmadson@vessco.com>; Daniels, Peter <peter.daniels@stantec.com>; Carl Sonnenberg <CarlS@ci.waseca.mn.us>
Subject: RE: Waseca Screen Information

Hi Rick-

Just following up on our markups to your proposal. Are there any questions?

We spoke with Carl today and can confirm that he does not want to selection Option 3 related to the upgraded 316 SS components, but does want to include Options 1 and 2 for the AWP8 and controls. Can you incorporate those items into the proposal and clarify what Parkson is and is not providing in terms of installation and startup as quoted? That will allow the City to better understand their scope and expected costs beyond your work package.

Thanks,

Ash Hammerbeck, PE*
Water/Wastewater Engineer

*Licensed in MN

Direct: 763-252-6945
ash.hammerbeck@stantec.com

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Please consider the environment before printing this email.

From: Hammerbeck, Ash
Sent: Monday, April 11, 2022 5:58 PM
To: Richard Musante <rmusante@parkson.com>
Cc: Matt Madson <mmadson@vessco.com>; Daniels, Peter <peter.daniels@stantec.com>; Carl Sonnenberg <CarlS@ci.waseca.mn.us>
Subject: RE: Waseca Screen Information

Hi Rick-

As discussed, attached are our markups to help clarify your proposal relative to the RFP. If you could also resubmit the cover letter addressed to the City, we'll include that in the package to the Council. We'll speak with Carl on Wednesday about his material preferences and optional pricing items (Item 3 in your proposal) to solidify the contract amount that will be put into the Agreement and get back to you.

Let us know if you have any questions in the meantime.

Thanks,

Ash Hammerbeck, PE*
Water/Wastewater Engineer

*Licensed in MN

Direct: 763-252-6945
ash.hammerbeck@stantec.com

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Please consider the environment before printing this email.

From: Hammerbeck, Ash
Sent: Friday, April 8, 2022 4:15 PM
To: Richard Musante <rmusante@parkson.com>
Cc: Matt Madson <mmadson@vessco.com>; Daniels, Peter <peter.daniels@stantec.com>; Carl Sonnenberg <CarlS@ci.waseca.mn.us>
Subject: RE: Waseca Screen Information

Hi Rick-

I'm wondering if you have time to meet early next week to go over the RFP and your quote to make sure we're on the same page? Let me know what you have for availability – I know you're on the road quite a bit.

Thanks,

Ash Hammerbeck, PE*
Water/Wastewater Engineer

*Licensed in MN

Direct: 763-252-6945
ash.hammerbeck@stantec.com

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From: Richard Musante <rmusante@parkson.com>
Sent: Friday, April 8, 2022 10:12 AM
To: Hammerbeck, Ash <ash.hammerbeck@stantec.com>
Cc: Matt Madson <mmadson@vessco.com>
Subject: Waseca Screen Information

Hi Ash,

Attached is the quote and packet for the Waseca screen rebuild. The quote was modified to include the option for all the screen components that are in the channel to be 316 SS, I have a forklift included for us to move things around on the site.

Our contract department said the performance and payment bonds are something we order once the contract is awarded. Per the previous email a bid bond was not required. The office said there are a couple items that were not filled out because Parkson is not a contractor. We are typically providing our pricing to all bidding contractors. Let me know if there is anything else you need.

Thanks Ash.

Rick

Richard Musante
Aftermarket Regional Sales Manager



Mobile: 814-659-1214
parkson.com



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Title:	AUTHORIZATION OF THE PREPARATION AND RELEASE OF A REQUEST FOR PROPOSALS (RFP) FOR A FIXED BASE OPERATOR (FBO) AT THE WASECA MUNICIPAL AIRPORT		
Meeting Date:	May 3, 2022	Agenda Item Number:	7B
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	
Originating Department:	Engineering	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to authorize the preparation and release of an RFP for an FBO at the Waseca Municipal Airport.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The City of Waseca is in need of a Fixed Base Operator (FBO) at the Waseca Municipal Airport. Therefore, staff is planning to prepare a Request for Proposals (RFP) for that purpose. It is anticipated that staff will complete the RFP within the next few weeks, release it for consideration, receive and evaluate submitted proposals, and present recommendations at a future City Council meeting. Airport Board members and TKDA (the City’s airport consultant) will be involved and will advise staff as the RFP is prepared and proposals are evaluated.

In order to limit delays in this process, Council authorization is being requested to allow staff to prepare and determine a release date for the RFP. After proposals are evaluated, staff recommendations would be presented for City Council action at a future Council meeting.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends the City Council make a motion to authorize the preparation and release of a Request for Proposals for a Fixed Base Operator at the Waseca Municipal Airport.