

**AGREEMENT BETWEEN  
NINE MILE CREEK WATERSHED DISTRICT AND  
HAB AQUATIC SOLUTIONS**

**2019 Aluminum Treatment for Lake Cornelia  
Edina, Minnesota**

This agreement is entered into by Nine Mile Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (NMCWD), and HAB Aquatic Solutions LLC, a private Nebraska (Contractor). In consideration of the terms and conditions set forth herein, including mutual consideration, the sufficiency of which is hereby acknowledged, NMCWD and Contractor agree as follows:

**1. Scope of Work**

The scope of work includes the following:

1. Mobilize and demobilize labor, equipment and materials.
2. Furnish, deliver, store and apply liquid aluminum sulfate and liquid sodium aluminate (together referred to herein as “aluminum”) to each of the two parts of Lake Cornelia (separated by a roadway) to mitigate the internal release of phosphorus from the lake sediment.
3. Maintain and protect boat-launch area used for access to lake and areas used for staging and storage of equipment and materials.
4. Furnish, install and remove all appropriate signage and buoys (if used) in a timely manner.
5. Restore all land areas directly or indirectly disturbed by the Work.
6. All other Work required for a completion of the aluminum treatment as a project whole.

All work described above shall be in accordance with the Contract Documents, including but not limited to Figure 1 and the Technical Specifications (Divisions 1 and 2) attached to this agreement and incorporated herein as a term hereof as Exhibit A (hereinafter referred to as the Work). The Contract Documents consist of the following:

Change orders;

Notice to proceed;

This agreement;

Contractor's completed quote attached hereto and incorporated herein as Exhibit B;

Figure 1 and the Technical Specifications attached hereto as Exhibit A.

In the event of conflict between terms in Contract Documents, priority will be given to the documents in the order above. A term used in a specific Contract Document will have the meaning given by a specific definition of the term in that document. If there is not a specific definition, the term will be governed by a specific definition in the agreement first specifically defining such term, in the order of precedence stated above.

Contractor will furnish all materials, machinery, equipment, tools, labor and expertise as needed to complete the Work. NMCWD, at its discretion, in writing may at any time suspend work or amend the contract documents to delete any task or portion thereof. Authorized work by Contractor on a task deleted or modified by NMCWD will be compensated in accordance with the terms of this agreement generally and section 6 specifically.

**2. Independent Contractor**

Contractor is an independent contractor. Contractor will select the means, method and manner of performing the Work. Nothing herein constitutes Contractor as the agent, representative or employee of NMCWD in any respect. Personnel performing the Work on behalf of Contractor or a subcontractor will not be considered employees of NMCWD and will not be entitled to any compensation, rights or benefits of any kind from NMCWD.

**3. Subcontract and Assignment**

Contractor will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Work without the written consent of NMCWD and pursuant to any conditions included in that consent. NMCWD consent to the subcontracting does not relieve Contractor of its responsibility to perform the Work or any part thereof, nor in any respect its warranty, insurance, indemnification, duty to defend or agreement to hold harmless with respect to

the Work. Contractor is responsible to NMCWD for any subcontractor's conformance to sections 9, 10, 11, 12 and 13 of this agreement in the same manner as those sections bind Contractor.

**4. Duty of Care**

Contractor will perform the Work in a proper, workmanlike and good quality manner, with due professional care.

**5. Indemnification**

Contractor will defend, indemnify and hold harmless NMCWD, its officers, council and board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from: (a) Contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by Contractor to NMCWD. For any claim subject to indemnification under this paragraph by an employee of Contractor or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

NMCWD will indemnify, defend and hold harmless Contractor, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by NMCWD that is the basis for NMCWD's liability in law or equity.

**6. Compensation**

NMCWD will compensate the Contractor on a progress payments basis for completed work and reimburse direct costs in accordance with the agreement and Exhibits A and B. Invoices will be submitted no more frequently than monthly. NMCWD will pay for undisputed work within 35 days of receipt of invoice.

Total compensation due under this agreement will not exceed the price quote amount in Exhibit B, as may be amended by change order. "Total compensation" means all sums to be paid whatsoever, including but not limited to mobilization, incidental, administrative and overhead costs, subcontract costs and reimbursement of direct costs, whether specified in this agreement or subsequently authorized by the administrator. Contractor warrants that it has examined the Work to the extent necessary to agree to the price of the Work and accepts any increased cost due to site conditions that were foreseeable.

In accordance with Minnesota Statutes section 471.425, subdivision 4a, Contractor will pay any subcontractor within 10 days of Contractor's receipt of payment from NMCWD for undisputed services provided by the subcontractor. Contractor will pay interest of 1½ percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Contractor will pay the actual penalty due to the subcontractor.

Contractor will maintain all records pertaining to fees or costs incurred in connection with the Work for six years from the date of completion of the Work. Any authorized NMCWD representative or representative of the Minnesota State Auditor will have access to and the right to examine, audit or copy any such records during normal business hours.

**7. Termination; Continuation of Obligations**

This agreement is effective upon execution of both parties and will remain so until January 1, 2020, unless earlier terminated as set forth herein. NMCWD may suspend or terminate this agreement with or without cause, by a written termination notice stating specifically what prior authorized or additional Work it requires Contractor to complete. If the agreement is suspended or terminated for convenience, Contractor will be compensated for all authorized work performed, including reasonable costs for actions directed by NMCWD to stabilize the site of the Work. If suspension or termination is for cause, Contractor will stabilize the site before vacating, without extra compensation. Contractor will be given a reasonable opportunity to cure before termination for cause.

It is understood and agreed that insurance obligations; warranties and obligations to defend, indemnify and hold harmless; and document-retention requirements survive the completion of the Work and the term of this agreement.

**8. Waiver**

NMCWD's failure to insist on Contractor's strict performance of any obligation, condition or provision of this agreement, or to exercise any option, remedy or right herein, will not waive its rights in the future to do so. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term herein, the agreement creates no rights in any third party, and NMCWD waives no tort defense, immunity or liability limit with respect to contractor or any third party.

**9. Insurance**

At all times during the term of this agreement, Contractor will have and keep in force the following insurance coverage:

- A. General liability: \$1.5 million each occurrence and aggregate, covering contractual liability on an occurrence basis.
- B. Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis, \$1.5 million.
- C. Workers' compensation: in accordance with legal requirements applicable to Contractor.

Contractor will not commence work until it has filed with NMCWD a certificate of insurance clearly evidencing the required coverage and naming NMCWD and Barr Engineering as Engineer as additional insureds with primary coverage for general liability on a noncontributory basis, along with a copy of the additional-insured endorsement. The certificate will name NMCWD and Barr Engineering as holders and will state that NMCWD and Barr Engineering will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as Contractor. The certificate must state that commercial general liability coverage includes standard marine services liability. The policy must afford coverage for bodily injury and damage to property of others arising out of the perils of boating accidents and chemical spills.

**10. Compliance with Laws; Site Control**

Contractor will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Work. Contractor will identify and procure all licenses, permits and other rights and approvals required for the Work, with exception of obtaining approval for the aluminum treatment from the Minnesota Pollution Control Agency, which will be completed by the Owner. Contractor will comply with all local requirements and the terms of this agreement as to traffic, staging, site ingress and egress, work hours and site maintenance.

Contractor is responsible for site conditions relating to worker and public safety, cleanliness and environmental protection and in all other respects.

In its performance of the Work, Contractor will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

**11. Records**

All documents and information obtained or generated by Contractor or a subcontractor in performing the Work, including hard and electronic copy, software, and in any other forms in which the materials are contained, documented or memorialized, are the property of NMCWD.

NMCWD may immediately inspect, copy or take possession of any such materials on written request to Contractor. Contractor may maintain a copy of any such materials at its expense.

Any document or information supplied to Contractor by NMCWD or deriving from NMCWD is given and accepted without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. Absent NMCWD written approval, Contractor will not use any such document or information other than for performance of the Work. Contractor will not disclose to any third party proprietary material so denominated by NMCWD.

**12. Data Practices; Confidentiality**

If Contractor receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) Contractor possesses or has created as a result of this contract, it will inform NMCWD immediately and transmit a copy of the request. If the request is addressed to NMCWD, Contractor will not provide any information or documents, but will direct the inquiry to NMCWD. If the request is addressed to Contractor, Contractor will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with NMCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes Contractor's obligations under this agreement with respect to protection of NMCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that Contractor is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

Contractor agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by NMCWD and so denominated by NMCWD. Contractor will not use any such materials for any purpose other than performance of the Work without NMCWD written consent. This restriction does not apply to materials already possessed by Contractor or that Contractor received on a non-confidential basis from NMCWD or another party.

**13. NMCWD Property**

All property furnished to or for the use of Contractor or a subcontractor by NMCWD, the Engineer or Architect and not fully used in the performance of the Work, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of NMCWD and returned to NMCWD at the conclusion of the performance of the Work, or sooner if requested by NMCWD. Contractor further agrees that any proprietary materials are the exclusive property of NMCWD and will assert no right, title or interest in the materials. Contractor will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by NMCWD. Any property including but not limited to materials supplied to Contractor by NMCWD or deriving from NMCWD is supplied to and accepted by Contractor as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, Contractor's warranty under section 4, above, does not extend to materials provided to Contractor by NMCWD or the NMCWD Engineer or any portion of the Work that is inaccurate or incomplete as the result of Contractor's reliance on those materials.

**14. Notices**

Any written communication to NMCWD required under this agreement will be directed to Randy Anhorn, Nine Mile Creek Watershed District - 12800 Gerard Dr., Eden Prairie Minnesota 55346.

Written communication to Contractor will be addressed to: Tadd M Barrow, HAB Aquatic Solutions LLC, 735 South 56<sup>th</sup> Street, Suite #2, Lincoln NE 68510.

**15. Choice of Law, Venue and Jurisdiction**

This agreement will be construed under and governed by the laws of the State of Minnesota.

**16. Completion of Work**

The Work, as provided in Exhibit A and Exhibit B, must be certified by the Contractor as complete on or before October 31, 2019.

17. **Whole Contract**

The entire agreement between the two parties is contained herein and this agreement supersedes all oral contracts and negotiations relating to the subject matter hereof. NMCWD may amend this agreement by means of a proper work change order clearly denominated as such. Any other amendment must be signed by both parties.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

**HAB AQUATIC SOLUTIONS**

Todd M Barrow

Date: 9/27/19

By (print) TADD M BARROW

Its MANAGER

**APPROVED AS TO FORM & EXECUTION**

By [Signature]

NMCWD Counsel

**NINE MILE CREEK  
WATERSHED DISTRICT**

[Signature]

Date: 10/2/19

By RANDY ANHORN

Its ADMINISTRATOR



**Exhibit A**  
**Figure 1 and Technical Specifications**

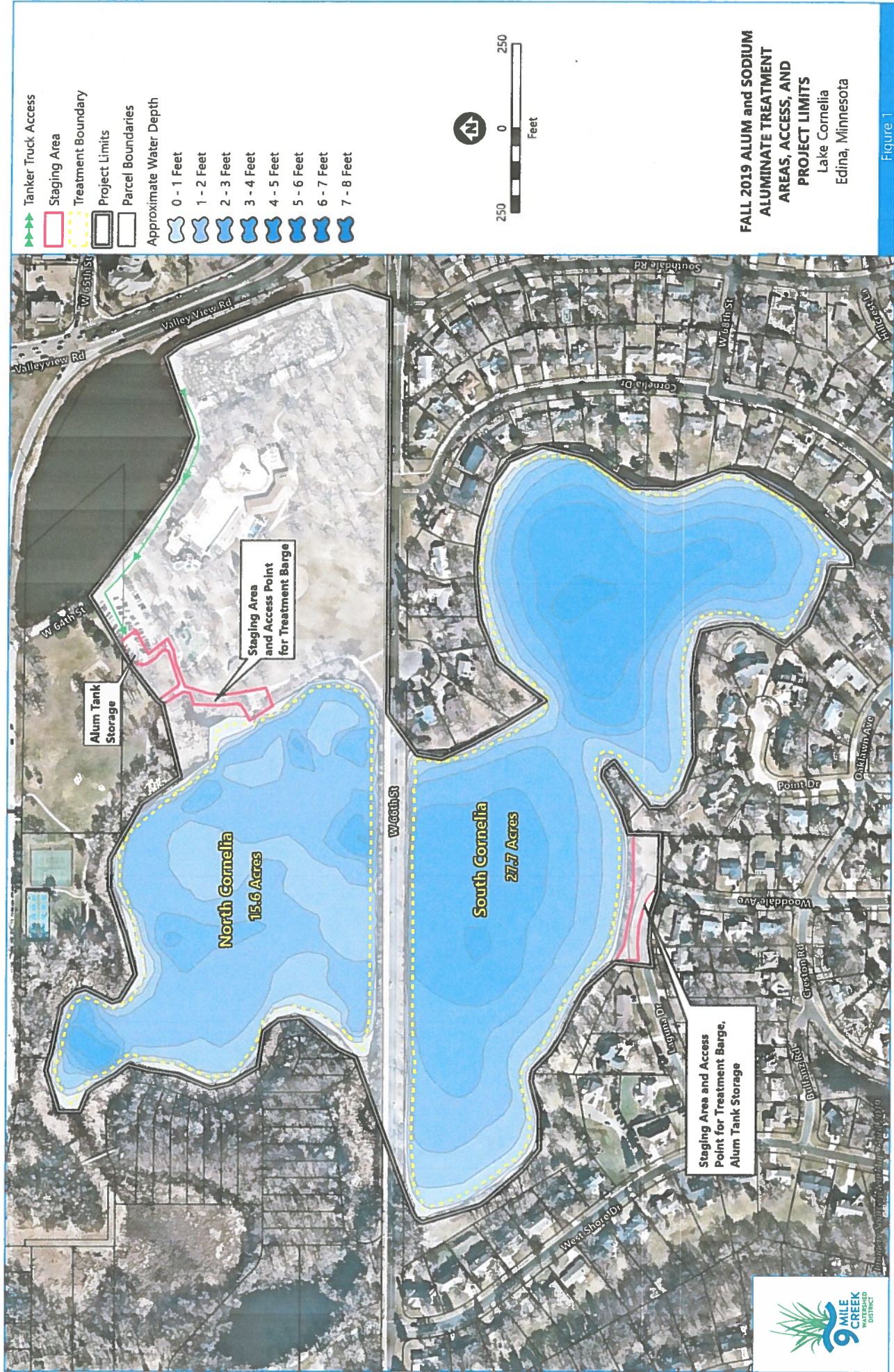


Figure 1

**TECHNICAL SPECIFICATIONS**

**REQUEST FOR QUOTATIONS  
2019 ALUMINUM TREATMENT FOR LAKE CORNELIA  
EDINA, MINNESOTA  
NINE MILE CREEK WATERSHED DISTRICT**

**DIVISION 1**

**01000  
01010  
01070  
01080  
01085  
01095  
01100**

**GENERAL SPECIFICATIONS**

Summary of Work  
Measurement and Payment  
Project Meetings  
Submittals  
Safety  
Closeout Procedures  
Mobilization and Demobilization

**DIVISION 2**

**02400**

**TECHNICAL SPECIFICATIONS**

Chemical Treatment





# Division 1 – General Specifications

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## **SECTION 01000**

### **SUMMARY OF WORK**

#### **PART 1: GENERAL**

##### **1.01 CONTRACT DOCUMENTS**

- A. The Contract Documents are as defined in the Agreement. The terms of the Contract Documents apply to these Specifications as fully as though repeated herein.
- B. The format of these Specifications is based upon the CSI MASTERFORMAT, 1995 Edition, however differences in format and subject matter location do exist. It is the respondent's sole responsibility to thoroughly read and understand these Specifications and request written clarification of those portions which are unclear.
- C. Division of the Work as made in these Contract Documents is for the purpose of specifying and describing work to be completed. There has been no attempt to make a classification according to trade or agreements, which may exist, between Contractor, Subcontractors, or trade unions or other organizations. Such division and classification of the Work shall be the Contractor's sole responsibility.

##### **1.02 EXISTING SITE CONDITIONS AND USES**

- A. Project limits are shown on Figure 1 (Exhibit A).
- B. The Work will all be within City of Edina property. Owner will acquire rights to use the Site. Access to South Lake Cornelia will be from city-owned property on the south side of South Lake Cornelia at the intersection of Wooddale Avenue and Laguna Drive, as shown in Exhibit A. Access to North Lake Cornelia will be in Rosland Park (also as shown in Exhibit A) with the location for barge ingress/egress and alum storage tank siting to be identified by Engineer and the Contractor as part of a pre-project site visit.

##### **1.03 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The overall scope of the Work which is more fully described in these Contract Documents includes, but is not necessarily limited to, furnishing all labor, tools, equipment, and materials necessary to:
  - 1. Mobilize and demobilize labor, equipment, and materials, as needed.
  - 2. Furnish, deliver, store and apply liquid aluminum sulfate and liquid sodium aluminate to each of the two parts of the lake (separated by a roadway).
  - 3. Maintain and protect boat launch area used for access to lake and areas used for staging and storage of equipment and materials.



4. Furnish, install and remove all appropriate signage and buoys (if used) in a timely manner.
  5. Restore all land areas directly or indirectly disturbed by the Work.
- B. It is the intent of the Contract Documents to cover all aspects of the Work. Should there be some item or items not shown on Figure 1 or not described in these Specifications which are required for the Work, those items and the furnishing of all labor, materials, and equipment shall be considered incidental to the Work and no additional compensation will be provided.
  - C. The Work includes the furnishing of all labor, equipment, tools, machinery, materials, and other items required for aluminum sulfate/sodium aluminate treatment of Lake Cornelia as specified. Equipment furnished shall be in safe operating condition and of adequate size, capacity, and condition for the performance of the Work.
  - D. Contractor shall be solely responsible for the coordination of its activities with regard to the Work with the activities of Subcontractors and Engineer.
- 1.04 WORK BY OWNER
- A. Owner will obtain approval from the Minnesota Pollution Control Agency for aluminum sulfate/sodium aluminate treatment of Lake Cornelia and will provide documentation of approval to Contractor. Contractor shall request such information from Owner a minimum of five days prior to the time when such information is needed.
- 1.05 OWNER FURNISHED PRODUCTS
- A. Owner will not furnish any products for this Project.
- 1.06 CONTRACTOR USE OF PREMISES
- A. Definition of Site: The Site is defined as the area within the project limits shown on Figure 1/Exhibit A. Within the project limits, the Contractor shall limit ingress/egress and operations, including materials and equipment staging storage, to Lake Cornelia and the staging areas as shown on Figure 1, which is the area over which Owner will obtain the necessary access and use rights. Any disturbance inside the project limits to existing facilities, pavements, sidewalks, and/or vegetation and outside the project limits shall be fully restored in-kind or better at the Contractor's expense. Contractor shall coordinate and finalize staging areas with the Owner prior to beginning the Work to ensure that public access to Lake Cornelia and pedestrian and vehicle traffic is maintained throughout the duration of the Work. Contractor must obtain written approvals of property owners at all locations where Contractor uses lands not included in the project limits.
  - B. Hours of Operation: Contractor will ascertain hours approved by the City of Edina for conduct of the Work and limit conduct of operations in accordance with same and all other local laws and regulations.
  - C. Unfavorable Treatment Conditions:



1. Application of aluminum shall not occur when wind speeds directly above the lake surface exceed 20 miles per hour.
  2. Application of aluminum shall not occur if lake water temperatures drop below 45° F.
  3. Treatment will cease and all personnel will leave the water when thunder and/or lightning are observed. Treatment can resume 30 minutes after the last sound of thunder or lightning flash.
  4. No portion of the Work shall occur under conditions which would adversely affect the quality of the Work, unless special means or precautions, approved by the Engineer, are taken to perform the Work in a proper and satisfactory manner.
- 1.07 SEQUENCE OF WORK
- A. Aluminum application shall be conducted such that the Work is completed by October 31, 2019.
  - B. Contractor shall determine the sequence of Work required to efficiently progress with the Work.
- 1.08 BASIS FOR COMPENSATION
- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

**PART 2: PRODUCTS [NOT USED]**  
**PART 3: EXECUTION [NOT USED]**

**END OF SECTION 01000**

## **SECTION 01010**

### **MEASUREMENT AND PAYMENT**

#### **PART 1: GENERAL**

##### **1.01 GENERAL**

- A. This Section of the Specifications describes the measurement and payment for the Work to be done under the items listed on the Quote Form.
- B. Each unit or lump sum price stated on the Quote Form shall constitute full compensation as herein specified for each item of work completed in accordance with the requirements of the Contract Documents including Figure 1 and Specifications, including all clean up and restoration.
- C. All costs in connection with the Work, including furnishing all materials, supplies and appurtenances; providing all equipment and tools; and performing all necessary labor, coordination, supervision, and management to fully complete the Work shall be included in the unit prices or unit lump sum prices quoted on the Quote Form. All Work not specifically set forth as a separate cost item herein shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the amounts and prices submitted on the Quote Form. The quote price shall include all work necessary to complete all of the Work. Variation in the price of aluminum sulfate or sodium aluminate or any other component of the Work will not be a basis for a change in the contract price.

##### **1.02 ESTIMATED QUANTITIES**

- A. All estimated quantities for Unit Price items in the Quote Form are approximate and are to be used only as a basis for determining the initial Contract Price. The actual amount of work to be done or materials to be furnished under the Unit Price items may differ from the estimated quantities. The basis of payment for work or materials furnished or placed will be the actual quantities of work performed or material furnished and placed. The Contractor agrees to make no claim for damages, anticipated profits, or otherwise due to any difference between the quantities of Work actually performed or materials furnished and placed and the estimated quantities included in the Quote Form.

##### **1.03 INTENT OF QUOTE FORM ORGANIZATION**

- A. Payment for all Work shall be in accordance with the terms and conditions set forth elsewhere in the Contract Documents and the Contractor's Quote prices set forth in Contractor's conformed Quote Form. The cost items set forth in the Quote Form subdivide the Work for purposes of measurement and payment only, and are intended to represent the entire and complete Project as set forth in the Contract Documents. The cost items set forth in the Quote Form shall constitute full compensation to Contractor for providing all supervision, labor, materials, equipment, tools and supplies, and overhead and profit to complete the Work in complete accordance with the Contract Documents.



- B. The following paragraphs provide additional descriptions of the quote line items subject to the provisions of paragraphs 1.01, 1.02, and 1.03 of this Section
1. Some of the Quote items are based on lump sum prices. Partial progress payment for those unit lump sum items shall be made in accordance with monthly estimates of percent completed for each item included in the breakdown in Contractor's approved
  2. Other Quote items are based on Unit Prices. For those items, progress payments shall be based on the actual quantities of each item of Work completed in accordance with the Contract Documents.
- C. The procedures for submitting and processing progress payments are set forth elsewhere in the Contract Documents.
- 1.04 QUOTE ITEMS
- A. Mobilization/Demobilization
1. Method of Measurement: Mobilization/Demobilization will be measured on the basis of a single lump sum (L.S.) unit.
  2. Basis of Payment: Contractor will be paid a lump sum (L.S.) price for mobilization/demobilization on completion of the Work. The lump sum price shall be payment in full for the costs of all supervision, labor, materials, equipment, overhead and profit, and performing all operations as are necessary for mobilization to and demobilization from the Work site, all complete as specified. Project mobilization/demobilization shall include the Contractor's premium for any special insurance obtained for this project; development, implementation and maintenance of appropriate health and safety plan; implementation of all safety precautions, equipment mobilization and demobilization; lake use restrictions signage and control of other watercraft during application; site restoration not specifically paid for elsewhere in this Specification, site cleanup; preparing and transmitting the required submittals; obtaining all licenses and permits required of the Contractor to complete all aspects of the Work unless otherwise identified elsewhere in these Specifications; spill protection; public convenience and safety, barricades, lights and warning signals; required meetings and coordination; project close out and all incidentals and other items not specifically paid for but included in the total scope of the Work.
- B. Liquid Aluminum Sulfate Application to Lake Cornelia
1. Method of Measurement: Liquid aluminum sulfate will be measured as gallons applied to the lake to achieve the specific dose determined by the Engineer as described in Section 02400. At the end of each day, Contractor shall provide Engineer with documentation of total number of gallons applied that day along with percent aluminum in the liquid aluminum sulfate. Excess aluminum sulfate not applied directly to the lake shall not be included in this measurement.



2. **Basis of Payment:** Contractor will be paid a unit price per gallon of aluminum sulfate applied, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and perform all operations necessary to transport, store, and apply the chemicals to selected areas, all complete as specified.

C. **Liquid Sodium Aluminate Application to Lake Cornelia**

1. **Method of Measurement:** Liquid sodium aluminate will be measured as gallons applied to the lake to achieve the specific dose determined by the Engineer as described in Section 02400. At the end of each day, Contractor shall provide Engineer with documentation of total number of gallons applied that day along with percent aluminum in the liquid sodium aluminate. Excess sodium aluminate not applied directly to the lake shall not be included in this measurement.
2. **Basis of Payment:** Contractor will be paid a unit price per gallon of sodium aluminate applied, for sodium aluminate, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and perform all operations necessary to transport, store, and apply the chemicals to selected areas, all complete as specified.

1.05 **BASIS FOR COMPENSATION**

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

**PART 2: PRODUCTS [NOT USED]**  
**PART 3: EXECUTION [NOT USED]**

**END OF SECTION 01010**

## **SECTION 01070**

### **PROJECT MEETINGS**

#### **PART 1: GENERAL**

##### **1.01 TREATMENT PLANNING CONFERENCE**

- A. After Owner notifies Contractor of selection to complete the Work, Engineer will schedule a treatment planning meeting that shall be attended by Owner, Contractor, and Engineer. The meeting will be scheduled as far in advance of the date the Work is to start as is practical.
- B. Agenda items may include:
  - 1. Distribution of Contract Documents
  - 2. Designation of responsible personnel for all parties, lines of communication, and lines of authority, including Project Contacts (see Paragraph 1.04 of this Section).
  - 3. Scope of work and the anticipated schedule of operations
  - 4. Critical work sequencing
  - 5. Aluminum storage location and site access for aluminum distribution to barge or boat
  - 6. Record documents and reporting
  - 7. Site safety and security procedures
  - 8. List of major subcontractors
  - 9. Procedures for processing change orders
  - 10. Use of premises including equipment and material storage
  - 11. Materials deliveries
  - 12. Housekeeping procedures

##### **1.02 PROGRESS PHONE CALLS**

- A. Progress phone calls may be scheduled by the Engineer as needed at a time mutually agreeable to the Contractor and Engineer. A preferred time for these calls is prior to Contractor's submittal of Application for Payment.
- B. Following each phone call, the Engineer will prepare and distribute to Owner and Contractor copies of the notes of the phone call. These will include a brief summary of the progress of the Work since the previous phone call.



**1.03      UNSCHEDULED MEETINGS**

- A.    The Contractor shall attend other unscheduled meetings which may be reasonably requested by Engineer or Owner to discuss unanticipated changes in the Work, or conditions at the site, or other issues and which must be resolved before progression of work.

**1.04      PROJECT CONTACTS**

- A.    Contractor shall submit to Engineer the name of personnel available for ongoing technical support and who are familiar with the Project and are responsible for its completion.
- B.    The list should include name(s), functional title(s), mailing address(es), phone number(s) and email address(es).
- C.    At least two phone numbers shall be furnished which will provide 24-hour answering by a competent technical representative of Contractor in the event of an emergency or other unanticipated condition requiring immediate attention. At least one person shall be available at all times for immediate response to the site within 2 hours of being called. The responding person shall be the Contractor's representative at the Site and shall have authority to act on behalf of Contractor.

**1.05      BASIS FOR COMPENSATION**

- A.    All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

**PART 2: PRODUCTS [NOT USED]**

**PART 3: EXECUTION [NOT USED]**

**END OF SECTION 01070**



## **SECTION 01080**

### **SUBMITTALS**

#### **PART 1: GENERAL**

##### **1.01 GENERAL SUBMITTAL PROCEDURES**

**A. Contractor shall:**

1. Transmit each submittal labeled with the Project name, name of the submittal, and Section and page number of these Contract Documents in which the submittal was required. Indicate the type or purpose of the submittal as more fully described elsewhere in this section with regard to the Schedule of Submittals. Transmit the correct number of copies as described below for each type of submittal. Each submittal shall be accompanied by a transmittal letter stating the same information.
2. Transmit all submittals to Engineer at the address set forth in the Quote Form and to the attention of the Project Engineer designated by Owner.
3. Apply Contractor's stamp, signed or initialed certifying that review and coordination of information is in accordance with the requirements of the Work and Contract Documents. Unstamped or unsigned submittals will be returned without action.
4. Schedule submittals to expedite Project and in accordance with the Schedule of Submittals to be prepared by Contractor. Coordinate submission of related items.
5. Identify all variations or deviations from the Contract Documents and identify alternative products or system limitations which may be detrimental to successful performance of the completed Work.
6. Provide space for Engineer review stamps and comments on all submittals.
7. Revise and resubmit submittals as required in a timely manner. Identify all changes made since previous submittal.
8. Promptly distribute copies of reviewed submittals to Subcontractors, suppliers, and other concerned parties. Instruct parties to promptly report any inability to comply with provisions.
9. Do not proceed with any Work requiring a submittal, including resubmittal, to Engineer until the submittal has been returned to Contractor without a requirement for resubmittal.

**B.** All submittals that are made that are not specifically required by the Contract Documents will be returned without action.

**C.** All submittals shall come from the Contractor and submittals directly from Subcontractors or vendors will be returned without action.



## 1.02 PROGRESS SCHEDULE

- A. Contractor shall submit an estimated progress schedule and a finalized progress schedule.
- B. The Contractor shall revise the finalized progress schedule from time to time, as may reasonably be requested by Engineer or Owner, to reflect the current status and progress of the Work and the operations necessary to complete the Work as required.
- C. The progress schedule shall clearly illustrate the sequence of the Work (by locations and other factors as may be appropriate) to be followed by Contractor to efficiently progress with the Work.

## 1.03 REVIEW OF SUBMITTALS

- A. The Engineer's review of engineering data will cover only general conformity of the data to the Specifications and Contract Documents, external connections, and interfaces with equipment and materials furnished under separate specifications. The Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the equipment, material, device, or item indicated or the accuracy of the information or documentation submitted; nor shall review or approval by the Engineer be construed as relieving the Contractor from any and all responsibility for errors or deviations from the requirements of the Contract Documents.
- B. All engineering data submitted, after final processing by the Engineer shall become a part of the Contract Documents and the work indicated or described thereby shall be performed in conformity therewith unless otherwise required by the Owner.

## 1.04 SUBMITTAL FOR INFORMATION OR DOCUMENTATION

- A. Submit one copy to Engineer and one copy to Owner.
- B. Submittal shall be made at least 5 days before the subject of the submittal is to be incorporated into the Work.
- C. Submittal is for the purpose of formal verification that the subject of the submittal conforms to the requirements of the Specifications, for formal documentation of the Work, or both.
- D. No action is required by Owner or Engineer. Engineer will generally notify Contractor if deficiencies are identified; however Contractor is solely responsible for ensuring that the subject of the submittal conforms to the requirements of the Specifications.

## 1.05 SUBMITTAL FOR REVIEW

- A. Submit two copies to the Engineer and one copy to Owner.
- B. Submittal shall be made at least 10 days before the subject of the submittal is to be incorporated into the Work. Engineer will respond within 5 days from receipt of submittal.
- C. Submittal is for the purpose of providing opportunity to Engineer for review and comment on the subject of the submittal.



- D. Engineer will respond to the submittal either with a list of comments or indicating no comments.
- E. If Engineer's comments indicate a deficiency with respect to the requirement of the Specifications, Contractor shall amend the submittal and resubmit. Engineer will again respond to the resubmittal.
- F. If Engineer's comments are in regards to an issue which based upon the Contract Documents is at Contractor's discretion, Contractor shall furnish additional information provide justification, and otherwise cooperate in addressing and resolving Engineer's comments.
- G. Contractor shall remain solely responsible for ensuring that the subject of the submittal conforms to the requirements of the Specifications.

#### 1.06 SUBMITTAL FOR APPROVAL

- A. Submit two copies to the Engineer and one copy to Owner.
- B. Submittal shall be made at least 7 days before the subject of the submittal is to be incorporated into the Work. Engineer will respond within 5 days from receipt of submittal.
- C. Submittals shall be stamped with Contractor's approval. Contractor's stamp shall be a representation that Contractor has assumed full responsibility for determining the submittal requirements and verifying that the subject of the submittal conforms to the requirements of the Specifications. Submittals not bearing Contractor's stamp will be returned without review or action.
- D. Engineer will review, make notations as appropriate, stamp, and return submittals to Contractor. Engineer's stamp and Contractor's required action are described below:
  - 1. NO EXCEPTIONS TAKEN. Contractor may proceed without further action.
  - 2. RECOMMENDED REVISIONS NOTED. Contractor shall review Engineer's notations and revise subject of submittal as required to conform to the requirements of the Drawings and Specifications before proceeding with the Work. Resubmittal is not required.
  - 3. RESUBMIT. Contractor shall review Engineer's notations, revise subject of submittal as required to conform to the requirements of Figure 1 and the Specifications, and resubmit to Engineer for additional action.
  - 4. REVIEW COMPLETE, FURNISH THREE FILE COPIES. Contractor shall furnish the requested number of copies and may proceed without further action.
- E. Work may proceed when submittals have been returned marked RECOMMENDED REVISIONS NOTED, provided the work is performed in accordance with the Engineer's notations, or NO EXCEPTIONS TAKEN.



**1.07 ALTERNATE PRODUCT SUPPORTING DATA**

- A. If Contractor proposes to use alternate or substitute products, Contractor shall submit written application.
- B. Submit two (2) copies of literature, drawings, and any other data necessary to substantiate that proposed substitute is equivalent or equal to the item named, and otherwise meets the conditions established in the Specifications.
- C. Do not proceed with product installation or use until written approval by Engineer is received.

**1.08 RECORD DOCUMENTS**

- A. Submit one original copy to Owner and one duplicate to Engineer of all record documents (or clearly legible copies) prior to substantial Completion.
- B. Record documents consist of all Drawings, Specifications, Addenda, Change Orders, and Shop Drawings legibly annotated to reflect all changes made during construction.

**1.9 WARRANTY OR GUARANTEE CERTIFICATES**

- A. Submit three (3) executed copies prior to Substantial Completion.
- B. All warranty or guarantee certificates shall be signed by Contractor and all other parties as requested in specific sections.

**1.10 BASIS FOR COMPENSATION**

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

**PART 2: PRODUCTS [NOT USED]  
PART 3: EXECUTION [NOT USED]**

**END OF SECTION 01080**



## **SECTION 01085**

### **SAFETY**

#### **PART 1: GENERAL**

##### **1.01 GENERAL**

- A. In accordance with generally accepted chemical treatment practices, the Contractor shall be solely and completely responsible for job site conditions and safety procedures and programs, including safety and health of all persons and property, on those portions of the site affected by or used by Contractor, Contractor's employees, subcontractors, agents, and others during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. Observation of the Work and Contractor's performance by Owner and Engineer is not intended to include review of the adequacy of the Contractor's safety and health procedures and programs on or near the construction site. The Contractor is solely responsible for the protection of property and the safety and health of its employees, Subcontractors, Suppliers, agents and others on or near the Site.

##### **1.02 SAFETY**

- A. In addition to the requirements of the Agreement, the Contractor shall be responsible for:
  - 1. Furnishing Contractor's employees, as well as any subcontractor's and supplier's employees, with all safety equipment and other protection devices needed to comply with Laws and Regulations or accepted safety practices.
  - 2. Any safety violation and/or fine that may occur because of any neglect by Contractor, Contractor's employees, Contractor's subcontractors, or any third party under Contractor's supervision or direction. Contractor shall also be responsible for any safety violation and/or fine Owner may incur due to neglect by Contractor, Contractor's employees, Contractor's subcontractors, and any third party under Contractor's supervision or direction at the Site.
  - 3. Contractor shall be responsible for implementing adequate safety requirements for workers, passers-by, both humans and pets, at all times, during both working and nonworking hours, all days and nights, for the duration of the Work.

##### **1.03 HAZARD COMMUNICATION PROGRAMS**

- A. 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 applicable laws and regulations.

##### **1.04 EMERGENCIES**

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to 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 change order will be issued.

**1.05 BASIS FOR COMPENSATION**

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

**PART 2: PRODUCTS [NOT USED]**  
**PART 3: EXECUTION [NOT USED]**

**END OF SECTION 01085**



## **SECTION 01095**

### **CLOSEOUT PROCEDURES**

#### **PART 1: GENERAL**

##### **1.01 RECORD DOCUMENTS**

- A. The Contractor shall maintain at the Site (or in Contractor's possession) one set of record documents including all Drawings, Specifications, and Change Orders in good condition and legibly annotated to show changes made during construction. Store record documents separate from documents used for construction, clearly mark, and make accessible to Engineer and Owner at all times.
- B. Record information on record documents concurrent with treatment progress. Engineer or Owner may require Contractor to improve its performance with regard to recording information during the treatment process.
- C. Submit record documents and other submittals required by other Sections of these Specifications.

##### **1.02 CLEANUP**

- A. The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work, shall remove all waste materials, rubbish and debris from the premises as well as all tools, treatment equipment, and surplus materials. Contractor shall leave the site clean.

##### **1.03 GUARANTIES AND WARRANTIES**

- A. The Contractor shall guarantee all work and material against all defects as specified in the Agreement or as otherwise required for specific items in these Specifications. The Contractor shall repair or replace any such defective Work and materials to conform to the provisions of the Contract and without expense to the Owner, within one (1) day after notification in writing by the Owner or Engineer of such defective Work or material. If the Contractor does not make said repairs or replacements or have made arrangements for the correction thereof within the period specified above, the Owner may do so and will charge the cost of same to the Contractor. The Contractor shall perform repair work so as to cause the Owner a minimum of inconvenience and interruption of services.

##### **1.04 FINAL SUBMITTALS**

- A. Contractor shall complete all submittals required by these Contract Documents prior to the payment of Contractor's Final Application for Payment by Owner. Final payment shall not become due and payable until 10 days after all submittals have been made acceptable to Engineer.
- B. Contractor must submit Form IC-134, record drawings, warranties, lien waivers and all other documents specified in the Contract Documents before final payment. Owner will not make



final payment until Contractor has given proof of compliance with state income tax withholding requirements pursuant to Minnesota Statutes section 270C.66.

- C. Contractor will maintain all records pertaining to fees or costs incurred in connection with the contract for six years from the date of completion of the work. Contractor agrees that any authorized representative of Owner or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.
- D. When the Work has been completed, Engineer will prepare a final statement showing the accepted quantities of every item of work performed by the Contractor. All estimates upon which previous payments have been based are subject to correction in the final statement. The final voucher, showing the accepted quantity and value of each item of work performed and all amounts to be retained or deducted under the provisions of the Agreement, will be submitted to the Contractor for approval before being passed for payment.

#### 1.05 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

### **PART 2: PRODUCTS [NOT USED]**

### **PART 3: EXECUTION [NOT USED]**

**END OF SECTION 01095**



## **SECTION 01100**

### **MOBILIZATION AND DEMOBILIZATION**

#### **PART 1: GENERAL**

##### **1.01 MOBILIZATION/DEMOBILIZATION**

- A. The Work covered by mobilization/demobilization consists of, but is not limited to furnishing all labor, equipment, and materials, and performing all operations necessary to move personnel, equipment, supplies, and incidentals to the project site to establish and maintain project materials and equipment storage areas, parking areas, and other areas necessary for the Work; provide public convenience and safety, barricades, lights and warning signals; provide water and chemical tracking control; perform all work that must be completed before beginning work on the project for which payment is not provided elsewhere in these Specifications; remove all equipment, materials and labor from the project site after it is no longer necessary and restore the Work area; furnish all bonds and insurance certificates obtained specifically for this project, all in accordance with the Contract Documents, and in compliance with all requirements of Division 1 of these Specifications.

##### **1.02 BASIS FOR COMPENSATION**

- A. Compensation for all Work covered under this section of these Specifications shall be in accordance with the provisions set forth in Section 01010, Unit Price Measurement and Payment.

#### **PART 2: PRODUCTS [NOT USED]**

#### **PART 3: EXECUTION [NOT USED]**

**END OF SECTION 01100**



## **Division 2 – Technical Specifications**

### **SECTION 02400**

#### **CHEMICAL TREATMENT**

##### **PART 1: GENERAL**

###### **1.01 DESCRIPTION**

- A. All Work included in this Section shall be performed in accordance with the following paragraphs, the General Requirements set forth in Division 1 of these Specifications, and the provisions of the other Contract Documents.
- B. Work covered by this section includes furnishing all supervision, labor, materials, and equipment required to supply, deliver, store, and apply aluminum (both aluminum sulfate and sodium aluminate) to Lake Cornelia, as shown on Figure 1 (Exhibit A). The Contractor shall:
  - 1. Furnish, deliver, store and apply liquid aluminum sulfate and liquid sodium aluminate (collectively referred to as aluminum) to the lake to mitigate the internal release of phosphorus from the lake sediment.
  - 2. Treat at appropriate weather and temperature conditions as directed by the Engineer.
  - 3. Furnish, install and remove all appropriate signage and buoys (if used) in a timely manner.
  - 4. Restore all areas directly or indirectly disturbed by the Work.
  - 5. All other Work required for a completion of the aluminum treatment as a project whole.

###### **1.02 REFERENCES**

- A. AWWA B403-88 American Water Works Association Standard for Aluminum Sulfate.
- B. AWWA B405-06 American Water Works Association Standard for Sodium Aluminate.

###### **1.03 SEQUENCE OF WORK**

- A. Treatment is to occur once in 2019.
- B. The Contractor shall be responsible for all labor, aluminum sulfate and sodium aluminate, aluminum application equipment and arrangements for the timely delivery of aluminum sulfate and sodium aluminate required to complete the project.
- C. Aluminum application shall be conducted such that the Work is completed by October 31, 2019.



#### 1.04 SUBMITTALS

- A. The Contractor shall submit a spill prevention and contingency plan to Engineer for review prior to beginning Work on the Project.
- B. The Contractor shall submit certificate(s) indicating all materials meet requirements of these Specifications before treatment occurs. The Contractor shall submit the item, applicable reference specification, class, type, manufacturer, and distributor. The Contractor shall also submit the results of aluminum sulfate and sodium aluminate lot testing of materials delivered to the site, including an analysis of the metals content of the material, before treatment.
- C. The Contractor shall submit GPS coordinates and corresponding application rates and amounts of aluminum sulfate and sodium aluminate applied to the lake. This data shall be collected by the Contractor in real-time during the application and submitted to Engineer on a daily basis.

#### 1.05 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this section of these Specifications shall be in accordance with the provisions set forth in Section 01010, Unit Price Measurement and Payment.

### PART 2: PRODUCTS

#### 2.01 CHEMICALS

##### A Aluminum Sulfate (Alum)

- 1. Liquid aluminum sulfate supplied shall meet the requirements of American Water Works Association (AWWA) B403-88. The liquid aluminum sulfate  $[Al_2(SO_4)_3 \bullet 14.3(H_2O)]$  shall be of commercial grade appropriate for the application with an aluminum content of 4.4%  $Al^{+3}$  (Aluminum) by weight.

##### B Sodium Aluminate

- 1. Sodium aluminate supplied shall meet the requirements of AWWA B405-06. The sodium aluminate  $[Na_2Al_2O_4]$  shall be of commercial grade appropriate for the application with an aluminum content of 10.4%  $Al^{+3}$  (Aluminum) by weight.

### PART 3: EXECUTION

#### 3.01 DELIVERY, STORAGE AND HANDLING

- A. The Contractor shall provide the name and location of the proposed chemical supplier with the Quote, and will be responsible for all coordination with the aluminum supplier necessary to ensure timely delivery to the project site. The Contractor shall confine all storage of equipment and materials within the staging areas as shown on Figure 1 and otherwise in a safe,



secure and environmentally sound manner. If gradual off-loading is required the contractor shall be responsible for all demurrage charges.

- B. The Contractor shall provide notice to Owner of delivery of equipment and materials five days prior to the delivery date.
- C. The Contractor shall maintain a copy of the spill prevention and spill contingency plan described on site for the duration of the project.

### 3.02 UNFAVORABLE TREATMENT CONDITIONS

- A. Application of aluminum shall not occur when wind speeds directly above the lake surface exceed 20 miles per hour.
- B. Treatment will cease and all personnel will leave the water when thunder and/or lightening are observed. Treatment can resume 30 minutes after the last sound of thunder or lightening flash.
- C. Application of aluminum shall not occur if lake water temperatures drop below 45° F.
- D. No portion of the Work shall occur under conditions which would adversely affect the quality of the Work, unless special means or precautions, approved by the Engineer, are taken to perform the Work in a proper and satisfactory manner.

### 3.03 LOCATION OF WORK

- A. Project limits are shown on Figure 1 (Exhibit A). The Work will all be within City of Edina property. Owner will acquire rights to use the Site. Access to South Lake Cornelia will be on city-owned property on the south side of South Lake Cornelia at the intersection of Wooddale Avenue and Laguna Drive. Access to North Lake Cornelia will be in Rosland Park with the location for barge ingress/egress and alum storage tank siting to be identified by the Engineer, and the Contractor as part of a pre-project site visit. Contractor shall apply aluminum within the Treatment Area as shown on Figure 1 (Exhibit A).

### 3.04 ALUMINUM APPLICATION

- A. The Contractor shall conduct the aluminum application utilizing a boat or similar vessel with an injection system that allows for uniform and simultaneous application of liquid aluminum sulfate and sodium aluminate. Aluminum application shall be made to the indicated treatment area of the lake, as shown in Figure 1. The treatment area for North Lake Cornelia is 15.6 acres and the treatment area for South Lake Cornelia is 27.7 acres.
- B. The Contractor shall ensure that the aluminum sulfate and sodium aluminate are applied at a ratio of 2:1 (2 gallons of aluminum sulfate for every 1 gallon of sodium aluminate). This ratio must be maintained to ensure that the pH in the lake water is maintained between 6 and 9 standard units (S.U.). The application of the aluminum sulfate and sodium aluminate liquids must occur simultaneously using one boat (or system).
- C. The Contractor shall ensure that the aluminum sulfate and sodium aluminate is evenly distributed throughout the treatment area and that the specified dose is applied to the

Treatment Area shown in Figure 1 (described in Section 3.03A). The Contractor shall maintain and provide records to verify the area of coverage (also see Section 1.04C). The Contractor shall provide copies of aluminum sulfate and sodium aluminate delivery truck load tickets, and a digital map showing treated areas including GPS tracks of the treatment boat/barge.

- D. Engineer will monitor the ambient pH in the lake during the aluminum treatment application. If at any time during treatment, the depth-averaged ambient pH in the lake falls below 6.0 or increases above 9 S.U., Contractor will stop the treatment. Treatment will not resume until authorized by the Engineer.
- E. The Contractor shall apply aluminum sulfate and sodium aluminate at the following treatment dose rates:

#### **North Lake Cornelia**

- a. 439 gallons/acres aluminum sulfate across 15.6 acre treatment area that will require a total of **6,850** gallons (76,035 pounds at 11.1 lbs/gal) of commercial grade (4.4% Al(III) Aluminum) liquid aluminum sulfate [ $\text{Al}_2(\text{SO}_4)_3$ ]; and
- b. 220 gallons/acres sodium aluminate across 15.6 acre treatment area that will require a total of **3,425** gallons (41,443 pounds at 12.1 lbs/gal) of commercial grade (10.4% Al(III) Aluminum) sodium aluminate [ $\text{Na}_2\text{Al}_2\text{O}_4$ ].

#### **South Lake Cornelia**

- c. 174 gallons/acres aluminum sulfate across 27.7 acre treatment area that will require a total of **4,817** gallons (53,467 pounds at 11.1 lbs/gal) of commercial grade (4.4%  $\text{Al}^{3+}$  Aluminum) liquid aluminum sulfate [ $\text{Al}_2(\text{SO}_4)_3$ ]; and
- d. 87 gallons/acres sodium aluminate across 27.7 acre treatment area that will require a total of **2,409** gallons (29,149 pounds at 12.1 lbs/gal) of commercial grade (10.4%  $\text{Al}^{3+}$  Aluminum) sodium aluminate [ $\text{Na}_2\text{Al}_2\text{O}_4$ ].

It is Contractor's responsibility to ensure that enough material is available to complete the Work in accordance with the dosing requirements stated herein.

- F. The aluminum application must be conducted when the surface temperature of the lake is above 45° F.
- G. The Contractor shall keep daily records acceptable to the Engineer and available for review as a basis for and substantiation of payment. Daily logs shall minimally state the following:
  - (1) Hours of aluminum application
  - (2) The quantity of aluminum applied
  - (3) The approximate acreage and volume treated
  - (4) Explanation of any downtime

**END OF SECTION 02400**





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**Exhibit B**  
**Contractor's Completed Quote Form**

Item	Description	Unit	Estimated Quantity	Unit Price	Extension
1.1	Mobilization/Demobilization	L.S.	1	\$18,840.00	\$18,840.00
2.1	Liquid Aluminum Sulfate Application to North Lake Cornelia	Gallons	6,850	\$2.23	\$15,275.50
2.2	Liquid Aluminum Sulfate Application to South Lake Cornelia	Gallons	4,817	\$2.23	\$10,741.91
2.3	Liquid Sodium Aluminate Application to North Lake Cornelia	Gallons	3,425	\$6.34	\$21,714.50
2.4	Liquid Sodium Aluminate Application to South Lake Cornelia	Gallons	2,409	\$6.34	\$15,273.06
Total Quote					\$81,844.97

#### GRAND TOTAL OF BASE PRICE QUOTE EXTENSIONS

(in words) Eighty one thousand eight hundred forty four dollars and ninety seven cents Dollars  
 (\$ 81,844.97 )

#### F. Submission of Price Quotes

1. All price quotes shall be submitted on the unaltered forms included with the quotation. The blank spaces on the form shall be filled in correctly in ink, typewritten or printed where indicated for each and every item for which a quantity is given, and the respondent shall clearly indicate the prices for which he/she proposes to do each item of the Work.
2. All costs to complete the Work will be considered to be included in the quoted price and no additional compensation will be provided. Variation in the price of aluminum sulfate or sodium aluminate or any other component of the Work will not be a basis for a change in the contract price.
3. The price quote submittal must include documentation of past relevant experience, in a format of choice, including examples of three applications of liquid aluminum sulfate and liquid sodium aluminate to lakes of 20 acres or larger in size.
4. The price quote form including required attachments shall be submitted by email to Janna Kieffer at [jkieffer@barr.com](mailto:jkieffer@barr.com) or by mail to:

Barr Engineering Company  
 4300 MarketPointe Drive, Suite 200  
 Bloomington, MN 55435  
 Attn: Janna Kieffer [jkieffer@barr.com](mailto:jkieffer@barr.com)

5. Price quotes must be received not later than **4:00 p.m. CST, September 17, 2019.**



Nine Mile Creek Watershed District

2019 Aluminum Treatment for Lake Cornelia – Edina, Minnesota

Request for Quotation  
 Technical Specs.

Communications concerning this price quote shall be addressed to the address of respondent at the address indicated below.

This quotation is submitted by:

Firm Name: HAB Aquatic Solutions  
By (Typed or Printed): John C. Holz  
Signature: John C Holz  
Title: Owner  
Official Address: 735 S. 56<sup>th</sup> St.  
Suite 2  
Lincoln, NE 68510  
  
Phone: (402) 430-0352  
Federal Tax I.D. No. 27-4239756  
Date: 9-16-19

