



March 9, 2023

TO: Jeff Frid [JFrid@CityofArdenHills.org](mailto:JFrid@CityofArdenHills.org)  
Public Works Superintendent  
City of Arden Hills

Project: **Lift Station #7**  
(Bypass Pumping)  
Arden Hills, Minnesota

## **Project Description**

Northern Dewatering (NDI) is pleased to offer the following quote for the above referenced project. This project will consist of replacing the submersible pumps and bases at existing Lift Station #7. NDI understands that Electric Pump will replace the pumps.

The influent sanitary sewer flow will need to be bypass pumped around Lift Station #7 when this work occurs. It should be noted that influent flow comes from two different directions.

NDI understands that the temporary sanitary bypass pumping system will need to be in operation for about a week.

## **Service to be Provided by NDI**

NDI will furnish and install and later remove pumps at two different manholes upstream of the existing lift station. One manhole is located within 20-feet of the station and the other manhole is located about 150-feet east of the lift station on private property.

A total of two pumps (1-primary pump and 1-backup pump) will be installed at each upstream manhole. The discharge piping from the manhole located on private property will be routed overland and will discharge into the manhole located west of the lift station.

The pumps installed west of the lift station will handle/pump all flow. The fused HDPE discharge piping will be routed overland, along the existing bituminous path, to the south about 1,200 LF, and discharge into the existing forcemain discharge manhole. It should be noted that this discharge pipe will cross County Road "D".



NDI will return to the site at a later date and remove the temporary system.

### **City of Arden Hills Responsibilities**

The City of Arden Hills (“City”) will be responsible for the daily operation and maintenance of the pumping system including changing air and fuel filters as needed and oil changes every 250-hours. The City will need to arrange and pay for fuel for all pumps and generators. NDI estimates the fuel consumption to be on the order of 65 gallons per day per pumping location.

NDI highly recommends that the City man the pumping system 24-hours per day while the system is in operation. NDI can provide an experienced pump operator for an additional charge.

The city will be responsible for ensuring that the pumps and discharge pipe do not freeze. If the pumps are operated during freezing temperatures and then shut off, the pumps and piping must be drained completely. This may include, but not limited to installing temporary shelters, tenting, heating, and placing ground thaw equipment over and around the discharge pipes and pumps.

All excavation, backfill, and restoration associated with cutting down the existing pumping structure, removing the cone section/top slabs or installing a temporary sump structure will be by the city if needed (this is not anticipated at this time). The city will also be responsible for all excavation and restoration work associated with burying or blistering the discharge piping across roads, driveways and/or paths (including trenchless methods if needed).

All confined space work associated with setting submersible pumps, or installing bulkheads, temporary weirs, sandbags and/or pipe plugs will be by the city.

Bypassing or handling all lateral sewers, services and/or Vac Truck operations will be the responsibility of the city.

The City’s responsibilities will also include the following:

- Flow measuring devices if needed
- Source of water (for cleaning and testing)
- Access to site
- Dewatering if needed
- Emergency Response Plan
- Permits of any type
- Bonds of any type
- Bulkheading / Pipe plugs
- Discharge Route
- State and Local Taxes
- Traffic Control
- Restoration of any kind



**QUOTE**

NDI will furnish, install and remove the temporary pumping system described under the heading "Service to be provided by NDI" for the sum of ..... \$ 33,912.00 for the minimum duration of 1-week. NDI will charge \$ 1,675.00 per day or \$ 5,025.00 per week for equipment use after the first week of.

Pump Watch Operator ..... \$ 150.00 per hour or \$ 3,500.00 per average (24-hour/day)

If additional services are required beyond what is described in this quotation, please contact Erin O'Brien at NDI at 763.428.2616 to discuss.

~ This quote is valid for 30-days from the date of the bid ~

NDI's Terms and Conditions are made a part of this Quotation and Agreement. NDI's portion of this project does not leave product behind to be covered by any type of warranty, NDI will not accept reductions for retainage. Should the contractor feel it necessary to hold retainage, the contract would be increased by 10% to cover the cost. Interest of 1.5% per month will be charged on the unpaid balance.

### **NORTHERN DEWATERING, INC - TERMS AND CONDITIONS OF QUOTATION**

**PRIOR TO OUR DELIVERING EQUIPMENT AND DURING THE WORK ON THE PROJECT, THE CUSTOMER WILL BE RESPONSIBLE FOR THE ITEMS LISTED BELOW AND THEIR RELATED COST. CUSTOMER ALSO AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

1. **DELAYS:** Northern Dewatering, Inc. (NDI) intends to perform its work in a continual and uninterrupted manner on a 40-hour per week/ 8-hour per day basis. The Customer is responsible for all reasonable costs and additional charges associated with any delay in NDI's work to the extent that NDI has not caused the delay. Customer will grant NDI a reasonable amount of additional time to complete work delayed by no fault of NDI.
2. **LIQUIDATED DAMAGES:** The contract price does not include any allowance for liquidated or consequential damages. NDI will not accept any contract document containing liquidated damage or consequential damage provisions.
3. **INSURANCE:** NDI will provide, at its own expense, and maintain during the term of the contract its standard general liability, auto and workman's compensation insurance coverage. A Certificate of insurance naming the customer as a Certificate Holder, will be furnished upon request. NDI shall be reimbursed for the cost of any additional coverage requested in excess of its existing policy, including the naming of parties as Additional Insured and/ or providing a Waiver of Subrogation. Customer agrees to provide insurance coverage for all Equipment furnished to the project against theft, vandalism, rollover and all other calamities, that may occur.
4. **INDEMNIFICATION:** NDI agrees to indemnify and hold Customer harmless from and against any and all causes of action, claims and suits and to indemnify and reimburse Customer for court costs and awarded attorney's fees associated with the defense of



any such matter to the extent that NDI is found to be negligent or at fault with the exception of the terms noted below. Customer agrees to defend, indemnify and hold NDI harmless from and against any and all causes of action, claims and suits and to indemnify and reimburse NDI for court costs and reasonable attorney fees associated with the defense of any such matter, including (a) those instances that the Customer is found to be negligent or at fault in whole or in part; (b) any alleged damages to property resulting from NDI's participation in the project, including but not limited to alleged subsidence and settling or alleged damaged to private and public wells; and (c) events concerning the presence of any contaminated, hazardous or toxic matter located or found on or near the project. In regards to item (c) Customer further agrees to assume all costs that may be associated with the handling and disposal of any contaminated, hazardous or toxic matter encountered during the course of the project. This indemnification applies to claims asserted by third parties, including private and governmental agencies, boards, and authorities.

5. **PAYMENT:** Terms of payment are net thirty days from invoice date. A monthly service charge of 1.5%, or the maximum rate allowed by state law if less than 1.5%, is levied on all invoices not paid within thirty days. **Absolutely no retainage of any kind may be withheld from payment unless authorized in writing by NDI.** In the event the Payment Terms of this Agreement are broken Customer authorizes NDI to contact the property owner and/or general contractor or any other higher tier party, lender or bonding party on the Project and arrange for joint checks or direct checks to be written for unpaid job related invoices.
6. **BREACH OF CONTRACT:** If any of the terms or conditions of this Contract are broken and if NDI provides written notice (by fax, mail, hand delivery or overnight service), specifying corrective action that must be taken and if such corrective action is not taken within three business days, then NDI has the right to enter the job site and, upon presentation of this contract (copy or original) and take possession of the Equipment. Unless otherwise provided in the Scope of Work, Customer agrees to assist with the loading of the Equipment and agrees to reimburse NDI for any costs associated with having to hire third parties to accomplish this task.
7. **VENUE:** Both parties agree that venue for any legal action that may be required under this Contract shall be in the County or Circuit Court of Hennepin County, Minnesota, USA.
8. The quantity of pumps, equipment, fittings, pipe, hoses, etc. is estimated and may be changed due to unforeseen or changing job conditions.
9. Customer assumes all risk of loss due to operation and use of the Equipment.
10. Customer is responsible for compliance with all local, state and federal laws and safety regulations. Adequate protection of the work site from caving, collapsing and any other construction hazard.
11. Customer is responsible for all Equipment, repairs, maintenance and damage to the Equipment, excluding normal wear and tear. Equipment not returned due to loss or destruction not caused by NDI, or returned damaged beyond repair will be billed to the Customer at current list sale prices, less a discount allowance for usage. Should the Equipment require service, call the location that furnished the Equipment and report the problem to arrange for service. If it is after normal business hours, call the toll free **24-hour hotline at 1-763-428-2616**. Customer will need to have the serial



number of the pump available, which is welded to the frame of the unit. Credit is not given for periods when the Equipment is not used. If damage of any kind is caused by Customer from improper use, application, lack of maintenance, etc., the Customer agrees to pay for the repairs needed. If the Customer is given written authorization to complete repairs caused by normal wear and tear and then submits reasonable receipts for the costs incurred, NDI will issue a credit memo to the Customer's account. Labor will be reimbursed at the rate of \$45.00 per approved hour.

12. There are no warranties, express or implied, which extend beyond those shown in this Agreement.
13. Performance of a site survey, which physically indicates, by survey stakes the location of all well/work sites in accordance with this agreement.
14. Preparation of suitable areas, including clearing and grubbing, for equipment and material storage, field buildings, office trailers and tool sheds.
15. Acquisition and maintenance of all permits and licenses required under Minnesota Rules part 4725.3200, sub 3, for the completion of NDI's work.
16. Installation and maintenance of area lighting. Jobsite security. Access to adequate sanitation facilities. Access to adequate communication facilities. Access to adequate emergency services and all emergency services provided to or by the prime contractor. Adequate pedestrian and traffic control and protection.
17. All operation and day to day maintenance (including daily start-up and testing) of all the pumping equipment installed, including manpower, checking, providing and maintaining fuel and other fluid levels, electricity, greasing pump fittings, providing fuel tanks, etc.
18. Removal and loading of NDI's equipment upon completion of its usage if removal charge is not accepted.
19. Construction and maintenance of berms, dikes, ditches, equipment pads, excavations, all excavation, all excavation shoring, ramps, sumps, trenches, well sites and all other reasonable and necessary site preparation. Construction and maintenance of access roads capable of accommodating two-wheel drive construction and support vehicles under their own power to all work sites. Construction, assembly and maintenance of all necessary catwalks, ladders, and scaffolding, bracing, cribbing and other equipment supports.
20. Adequate protection of NDI's equipment from damage due to actions or omissions.
21. Removal of unusual, unnatural or unanticipated underground and surface obstructions, including concrete, that were not anticipated during the planning of the Scope of Work. Marking and any necessary relocation or protection of all on-site and surrounding utilities and service lines above and beneath the ground.
22. Adequate control of water accumulating as perched or trapped water, overtopping water, runoff, seepage, surface water, interface water and in any other form not contemplated by NDI's pumping plan. Adequate control of erosion and sedimentation caused by discharge water or other runoff.
23. Monitoring, sampling, testing, containment, treatment and disposal of discharge water, if necessary and unless otherwise provided by NDI's pumping proposal.
24. Stand-by power if required.
25. Containment, treatment and disposal of all drilling cuttings, excavation spoils, and spent drilling and jetting fluids.



26. Any required monitoring or testing of water pumped by NDI as part of its dewatering or bypass efforts, surrounding soils and surrounding water levels i.e.: providing a convenient and proximate site for the disposal and discharge of water pumped by NDI as part of its dewatering or bypass efforts
27. Adequate and readily accessible water source and/ or authorized use of water sources at the work locations, including water meter if required.
28. Preparation of necessary pads and/or benches to facilitate the installation of the equipment.
29. Access to areas and facilities for the cleaning and decontamination of NDI equipment if required.
30. Payment of any applicable sales, use, or excise taxes unless specifically noted on invoices.
31. AGC standard subcontract rider will become part of all contracts.



**ACCEPTANCE OF QUOTATION AND CONFIRMATION OF AGREEMENT**

By signing below and initialing at the bottom of each of the pages contained herein, both Parties agree to the terms, prices and conditions listed within this agreement. It is agreed a facsimile or electronic copy of this agreement will hold the same force and effect as its pen signed original. Each party signing below represents that he or she is an authorized and legal agent and representative of the company listed and has full legal authority to represent their company in making this agreement. **No Equipment shall be delivered, or work commence until this Agreement is signed by both parties.**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_ 2023

**Contractor**

**Northern Dewatering, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name – Printed

\_\_\_\_\_  
Name – Printed

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Title

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Witness

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Witness

**Any changes to this Agreement must be initialed and dated by both parties to be in effect.**

