

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN**

**MSA PROFESSIONAL SERVICES, INC.
AND
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as City, and MSA Professional Service, Inc. located at 332 West Superior Street, Suite 600, Duluth, MN 55802, hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for Construction Engineering Support and Inspection Services for the Lead Water Service Replacement Project in the New Duluth Neighborhood, Duluth, MN , (the “Project”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a proposal to provide services for the Project (the “Proposal”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant’s professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide services related to the Project as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services at the direction of the Director of the Public Works and Utilities Department (“Director”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Project and Services shall not exceed the sum of Two Hundred Ninety-Five Thousand, Thirty and 00/100 Dollars (\$295,030.00) inclusive of all travel and other expenses associated with the Project, payable from Fund 510-500-1905-5533; UtilB-2080. All invoices for services rendered shall be submitted monthly to the attention of the Project Engineer, Brad Scott. Payment of expenses is subject to the City’s receipt of reasonable substantiation/back-up

supporting such expenses.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be Jon Loye (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder. Phil Lockett will act as the Chief Inspector and Cory Weber will act as the Assistant Inspector. Any substitutions to these individuals must be approved in advance by the City.

3. Data and Confidentiality, Records and Inspection

a. The City agrees that it will make available all pertinent, non-privileged information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.

b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.

c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for

hire” Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by August 1, 2025, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of

termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third-party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

7. Indemnity

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct

of Service Provider or that of its agents, employees, or contractors. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Service Provider or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Consultant arise out of or relate to the services in this Agreement or Service Provider's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Consultant. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. This Section shall survive the termination of this Agreement for any reason. Consultant shall not have the obligation to indemnify the City for its intentional, willful or wanton acts. **The Consultant understands this provision may affect its rights and may shift liability.**

8. **Insurance**

- a. Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.
 - i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
 - ii. Commercial General Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provisions may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
 - iii. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, Consultant hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage; and in the event of any change, Consultant agrees to provide the City

with either evidence of new insurance coverage conforming to the provisions of this this paragraph which will provide unbroken protection to the City, or in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

iv. **City of Duluth shall be named as Additional Insured** under the Commercial General Liability and Automobile Liability. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the provisions of the underlying insurance policy included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

- b. Certificates showing Consultant is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- c. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Consultant.
- d. The certificates shall provide that the policies shall not be cancelled during the lift of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.
- e. Except as provided for in Section 8.a.iv above, Consultant hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section 8 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 8 of this Agreement, the term, "changed", shall include

cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

City: City of Duluth
411 W First Street
City Hall Room 230
Duluth MN 55802
Attn: Brad Scott

Consultant: MSA Professional Services, Inc
332 West Superior Street, Suite 600
Duluth, MN 55802
Attn: Jon Loye

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and

regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Maieure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears

thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

CITY OF DULUTH-Client

MSA PROFESSIONAL SERVICES, INC.

By: _____
Mayor

By: _____

Attest:

Its: _____
Title of Representative

By: _____
City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to Form:

City Attorney

EXHIBIT A

PROPOSAL TO PROVIDE CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR:

Lead Water Service Replacement - New Duluth Project



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Prepared for:
City of Duluth, MN
May 9, 2024



332 W. Superior Street, Suite 600
Duluth, MN 55802
(218) 722-3915
www.msa-ps.com

May 9, 2024

Brad Scott, Senior Engineer
City of Duluth - Engineering Division
411 W. 1st Street, Room 230, City Hall
Duluth, MN 55802

Re: Proposal to Provide Construction Engineering Support Services for Lead Water Service Replacement - New Duluth Project

Dear Mr. Scott,

Similar to many communities, the City of Duluth is addressing issues related to its aging infrastructure. We are confident you will find that our experience and expertise in lead service line (LSL) replacements will fulfill your needs for this project. MSA Professional Services, Inc. (MSA) is pleased to be part of recent accomplishments and sees this project as another great opportunity to partner with the City. MSA, with its full-service team, is very familiar with the City's design criteria.

MSA's purpose is to positively impact the lives of others. Primary to this is our careful collaboration with City of Duluth staff. MSA's team has extensive experience with lead service replacement, both in design and construction observation and administration. As a full-service firm, we are able to adapt to potential project changes smoothly and efficiently. We have the depth of expertise to help ensure the construction portion of the New Duluth neighborhood lead replacement moves smoothly and efficiently.

As you read through our proposal, you will see how our portfolio of lead service replacement projects demonstrates our ability to provide robust and effective construction observation and administration. Specifically, as the proposed Project Manager for this pursuit, I, bring the experience of working on the design of the City's 2022 Citywide Lead Water Service Replacement project. This history, combined with our team's technical expertise, means the City of Duluth can have confidence in our ability to thoroughly assess and resolve any issues and constraints the project may present, particularly in terms of dealing with construction challenges and complexities.

Thank you for the opportunity to present our qualifications and work plan. We look forward to continuing our work with the City and to making a positive impact with the community. Please contact me anytime to discuss our qualifications or any questions you may have.

Sincerely,
MSA Professional Services, Inc.

A handwritten signature in blue ink, appearing to read "Jon Loye".

Jon Loye, PE
Project Manager | Team Leader
(218) 499-3176
jloye@msa-ps.com

Contract No. L31044



GOALS AND OBJECTIVES

As noted in the RFP, the City of Duluth is moving forward with construction to replace lead services in the New Duluth neighborhood. The City is interested in retaining a consulting engineer to provide construction observation and administration services for the project. The Lead Water Service Replacement Project work will include pipe replacement on both the private and public portions of the water services as shown in the plans created by MSA.

To meet project objectives, we have assembled a team of professionals that will lead each of these components, under the guidance and support of Project Manager, Jon Loye, PE. Phil Lockett will lead the construction observation effort, with support from junior inspection staff. MSA has a long resume of projects in the region inspecting lead service replacement construction work. The team selected for this project is made up of individuals that provided design services on the previous Lead Water Service Replacement Project in the New Duluth neighborhood. Our team has the support of the entire MSA organization, including in-house funding specialists, GIS specialists, and individuals experienced in water design and replacement. This provides the City of Duluth with a team that can quickly adapt to changing project needs while requiring limited coordination or staffing modifications.

GOALS

The improvements being made as part of Duluth's Lead Water Service Replacement Project will provide homeowners with a safe

alternative to the current lead service pipes providing water to their homes. Our team has created a plan set that details how and where each service should be replaced. We have identified the following goal for this portion of the Lead Water Service Replacement Project: provide homeowners within the identified areas with a safe and reliable drinking water system while minimizing impacts to homeowners during construction by providing robust construction observation and accurate record keeping. Building on our experience with previous lead service replacement projects, we feel we are well equipped to meet these goals.

OBJECTIVES

Our past experience with lead service replacement projects positions MSA to provide robust construction observation, continuous communication with City staff, and construction documentation as required for this project.

The following are key objectives of the engineering for the Lead Water Services Replacement Project:

- Replace lead services to homes identified in the New Duluth lead services replacement plans and specifications.
- Help the City of Duluth inform residents of the dangers of lead and work diligently to gain access to all properties identified for lead replacement.
- Provide effective construction observation and administration to aid the City of Duluth with documenting and replacing lead services in the New Duluth neighborhood.



OUR ONGOING DULUTH LEAD SERVICE LINE INVENTORY & REPLACEMENT PROJECT EXPERIENCE **Duluth, MN**

MSA has been facilitating the replacement of lead water service lines and regular water service lines for many years for the City of Duluth. MSA has replaced dozens of lead water service lines during many of the City SIP projects we have completed. MSA personnel have supervised the replacement of lead service lines in the following neighborhoods: Lower Lakeside, Upper Lakeside, 3rd and 4th Street and Rockridge area, Denfeld, Norton Park and Morgan Park.

Morgan Park involved the complete relocation of the water mains from the rear of the residences to the front of the residences. Most of the water mains and services were installed by trenchless methods (directional drilling). This required the homes to be re-plumbed in the basement so the water line could enter the front. MSA employees were required to visit every house in Morgan Park and coordinate with owners the new locations as well as the hooking up of the services. This project was the largest utility replacement project Duluth had ever attempted at the time. The Morgan Park project also included complete sanitary sewer replacement, street, and alley reconstruction all at the same time. MSA has the personnel and expertise to handle these multifaceted and complex utility upgrades.

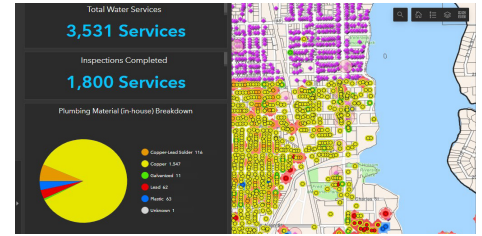
Project team members: Phil Lockett (Lead Inspector), Wil Taylor (Project Engineer)

LEAD WATER SERVICE REPLACEMENT **Duluth, MN**

MSA was contracted to provide engineering services for the replacement of lead water services in the Gary Neighborhood. This ambitious project included documentation and plan production for the replacement of 200 lead services. MSA created a GIS application for use in tablets allowing the inspectors to have drop down menu choices for various inspection items. These selections were stored in a database that was connected directly to CAD production. By using GIS, it reduced data entry errors and provided an efficient method for transferring observation data into the plans. MSA also created an online scheduling system that allowed property owners to choose a time that worked best for them and provided an additional way for MSA to contact property owners and document the inspection dates. MSA located all service line locations, the pipe materials and any concerns for installation, proximity to sewer line, or restoration challenges. Project scope included property owner coordination and scheduling, private water service inspections, plan set creation, and construction bidding. **Project team members:** Jon Loye (Project Manager) and Phil Lockett (Lead Inspector)

2022, 2021 & 2020 STREET PRESERVATION PROJECTS **Duluth, MN**

Jeff Goetzman's PM experience prior to joining MSA. Working with a previous firm, Jeff provided design and construction services for the 2022, 2021 and 2020 Street Preservation Projects which included commercial, residential and Municipal State Aid streets. The street improvements consisted of removal and replacement of damaged curb, mill and overlay of bituminous pavement, full depth pavement reclamation, bituminous paving, storm structure repairs, pedestrian ramps, ADA and sidewalk improvements, grading, spot utility repairs, and restoration. The projects spanned multiple facets, including an initial cost evaluation for construction, the development of comprehensive project plans and specifications, as well as providing invaluable support in the form of construction oversight and administration. **Project team members:** Jeff Goetzman (Project Manager) Wil Taylor (Project Engineer) and Jon Loye (Design Lead)



GIS APPLICATIONS FOR LEAD SERVICE INVENTORY & REPLACEMENT

MSA is partnering with communities across the Upper Midwest to identify and locate lead service lines, and then organize and analyze the data in GIS for both reporting and education purposes. Accurately mapping components such as hydrants, valves, mains and service lines is an important piece to effectively inventorying a water utility system. This spatial representation of system assets helps set the foundation because it allows leaders to make data-driven decisions about when, where and why to invest in infrastructure upgrades. Our team configures custom applications for new and existing GIS platforms, creating user-friendly tools for managing compliance.

As lead and copper guidance became available, MSA assisted our clients to respond leveraging a variety of techniques in GIS such as customer self-assessment surveys, historic plan set review, in-home inspections led by utility staff, building age analysis, and reporting automation. Our GIS team often provides customized solutions that work with the data and methods each client prefers. MSA is happy to accommodate specific requests of Duluth GIS professionals, working within any current apps or data schemas Duluth is using to manage LSL replacement to minimize redundant data handling at the close of the project. **Project team members:** MSA led project, no one on this team worked actively on this project.

KEY PERSONNEL

MSA understands no change in personnel assigned to the project will be permitted without approval of the City.



Jon Loye, PE | PROJECT MANAGER

B.C.E., Civil Engineering, University of Minnesota; B.A., Architecture, University of Minnesota; Professional Engineer, MN

Jon will be the City's main point of contact and Project Manager for this project. Jon has more than 20 years of engineering experience, having worked at a municipality, consulting engineering firms, and a large contractor during his career. He leads MSA's Duluth municipal engineering team and has managed State Aid, local public and private projects throughout MN. He has experience with stormwater, sanitary, water and other utility design on both public and private projects, working across numerous agencies to meet permitting and regulatory requirements.

Similar Project Experience

- Citywide Lead Water Service Replacement, Duluth, MN
- Rice Lake Rd Utility Extension, Rice Lake, MN
- Rice Lake Rd Lift Station and Utility Extension, Rice Lake, MN
- SE Utility and Street Reconstruction, Calumet, MN



Phil Lockett | CHIEF INSPECTOR

B.S., Geology and Environmental Hydrogeology, University of Minnesota-Duluth

Phil will serve as the lead construction inspector. Phil has provided on-site management and oversight for road reconstruction and placement of large water lines and storm sewers for various municipal clients. He has supervised hundreds of thousands of feet of pipe ranging in size from one inch to 48 inches, including experience with lead service replacement in Duluth. He maintains quality control on projects and ensures proper construction methods are implemented. He brings his expertise in the collection of topographic data for the completion of design surveys and surveys for construction stacking projects.

Similar Project Experience

- Citywide Lead Service Replacement, Gary Neighborhood - Duluth, MN
- East 2nd Street Reconstruction, Duluth, MN
- East Interceptor SSO, Duluth, MN
- Lift Station No. 8, Duluth, MN
- Douglas Road Reconstruction, Twin Lakes Township, MN
- Duluth Street Improvement Program Lakeside Central, Duluth, MN
- WLSSD Hwy 210 Force Main Replacement, Duluth, MN
- Phase 1A and 1B Water and Sewer Extension, Rice Lake, MN



Cory Weber | ASSISTANT INSPECTOR

B.S., Civil Engineering, University of Minnesota - Duluth

Cory will assist Phil as assistant construction inspector. Cory recently joined MSA, and has experience developing plan sets, with grading and erosion control, permitting, ADA compliance, and construction observation.

Similar Project Experience

- Lift Station Final Design, Rice Lake, MN
- Hedberg Rd Watermain Reconstruction, Rice Lake, MN
- Woodland Water Pump Station Upgrade Design and Bidding, Duluth, MN
- City Wide Lead Water Service Replacement, Duluth, MN
- Lakewood Water Treatment Plant - Standby Power Design and Bidding Phase, Duluth, MN



Jeff Goetzman, PE | ENGINEER

B.S., Civil Engineering, University of Minnesota - Twin Cities; Professional Engineer, MN, WI

Jeff will provide QA/QC on plan documents for this project. Jeff has more than 30 years of municipal engineering experience. As an experienced team leader, he has developed strong project management skills for both public and private clients. Jeff has designed and managed street, drainage, bridge, and municipal utility projects through planning, budgeting, design and construction. These projects include city streets and county state aid highways, bridges and large diameter culverts, storm and sanitary sewers, water mains, trails, and parks.

Similar Project Experience

- Street Preservation Projects, Duluth, MN*
- Wrenshall Street, Lily Lane, & Pleasant View Western Waterfront Trail Renewal, Duluth, MN*
- Devonshire St Reconstruction and Safe Routes to School, Duluth, MN*
- Chester Park Drive Reconstruction, Duluth, MN*
- City Engineer (2018-2023), Wrenshall, MN*
- City Engineer (2018-2023), Scanlon, MN*

*Denotes experience prior to MSA.



Chuck Schwartz, PE | OPERATIONS LEADER

B.S., Civil Engineering, Institute of Technology, University of Minnesota; Professional Engineer, MN, WI

Chuck will assist Jon with project resourcing. Chuck has more than 27 years of experience providing municipal engineering services to Minnesota communities. He is an experienced municipal engineer who works cooperatively with staff, boards, residents, businesses and other agencies to solve problems and complete projects. In addition to his engineering responsibilities, Chuck is an experienced grant writer. He understands that projects are often difficult to undertake without some sort of outside assistance in the form of grants or low-interest loans. He proactively discusses funding options at the onset of projects with his clients.

Similar Project Experience

- Church Hill Road Water and Sewer Replacement, Somerset, WI
- Curb and Sidewalk Replacement, Somerset, WI
- Main Street and Front Street Improvements, Deer Park, WI
- First Street Parking Improvements, Hudson, WI
- Engineer of Record: Oak Grove, MN; Harris, MN; Bethel, MN; Somerset, WI; Deer Park, WI
- 217th Street Improvement, (SAP 223-113-001), Oak Grove, MN
- Well 3 & Water Tower Rehabilitation, Harris, MN

WORK PLAN

Inspection for this project will be lead by Phil Lockett, our chief inspector, with assistance from Cory Weber. MSA recognizes this is a challenging project for both construction administration/ observation and the actual construction. Phil has worked in hundreds of homes throughout Duluth and understands the challenges of working with homeowners and contractor personnel. Phil is well suited to be the first point of contact for residents and contractors and will succinctly and professionally address any concerns throughout the project's duration. Cory has been involved with both inspection of homes as well as creation of lead replacement plan sets. It is understood that because there are specific requirements to help ensure all lead is removed and private dwellings are restored to satisfactory conditions, assertive inspection will be required. Phil played a vital role in efficiently inspecting the project during design. This experience will be an important part of effective construction observation. Phil is supported by a robust group of office staff who will provide him with CAD, GIS and construction administration support.

Before construction begins, MSA will attend a preconstruction meeting with the selected contractor to review schedule, safety, key personnel, contract administration, and specific project requirements. Shop drawings will be submitted to MSA for review and approved in a timely manner. MSA will have full-time construction observation during construction. This is assumed to be two inspectors, our chief inspector will have 400 hours onsite, our assistant inspector will have 1,620 hours onsite. MSA's on-site staff will record construction activities and follow all project protocols to help ensure lead is disconnected from every property in the project. All excavations will be visually inspected by an MSA inspector to verify all lead has been removed. If additional excavation work is required by the contractor, our inspectors will help ensure that is done so that visual verification can be attained. The inspector will notify City engineering staff and the project manager if existing conditions with connections, watermain locations, or other items observed during construction seem out of compliance. We will coordinate with City staff to determine how best to correct the issue.

Weekly construction meetings will be led by MSA where contractor scheduling and any challenges or changed conditions will be discussed. This is the time to discuss concerns ahead of work being performed to avoid costly change orders and keep the project on schedule. Other interested parties may attend the meetings and their concerns will be addressed at the meetings. Minutes will be provided by MSA and these will serve as the guidelines for any changes in construction or other discussions held at these meetings. Additionally, the inspectors will provide

daily construction updates to City staff.

MSA developed a GIS program that organizes information for each parcel for efficient and accurate sorting of information. One of its features is organizing photos and MSA's inspectors will utilize this program to organize photos of construction at each parcel. MSA inspectors will have a survey accurate GPS unit available to them during construction. The inspector will record necessary measurements throughout the construction process and provide this information to City engineering staff weekly per the City of Duluth Engineering Guidelines. Progress payments will be made through One Office, of which MSA has experience using on large State Aid projects.


Once the project is near completion, we will prepare a punchlist. With good record keeping and consistent construction observation, the goal throughout the project is to minimize the number of items on the punchlist. Approximately one year after construction, a warranty walkthrough will be performed. All construction deliverables listed in the RFP along with other supporting documentation requested, will be provided to the City.

ASSUMPTIONS:

- The City of Duluth engineering staff may add additional services during construction.
- Inspection time is estimated for two inspectors, chief inspector 400 hours, assistant inspector 27 weeks x 10 hr/ day x 6 days/wk = 1,620 hours.
- All services will be directionally drilled from the main to the foundation wall.
- All existing lead services will be abandoned in place.
- Each service connection at the public main, shut off at the ROW and entry point at the homes will be recorded with GPS per City of Duluth Engineering Guidelines.
- Galvanized pipe will be replaced.

Knowledge of Duluth Standards

Key MSA team members are based in Duluth and possess expertise in Construction Standards and Engineering Guidelines. MSA has been operating in Duluth for over 20 years, handling various infrastructure projects including the **2022 and 2023 lead service replacement project, East Second Street, Riverwest Drive, Thunderbird Wren, Flood Repairs, and Morgan Park Development**. This extensive experience enables us to deliver plans and specifications that meet the City's expectations and align with MnDOT Construction Standards, Engineering Guidelines and general engineering practices.

APPENDIX A - PROPOSAL COVER SHEET CITY OF DULUTH RFP# 24-99451 RFP Construction Engineering Services for Lead Water Service Replacements	
Bidder Information:	
Bidder Name	MSA Professional Services, Inc.
Mailing Address	332 W. Superior Street, Suite 600, Duluth, MN 55802
Contact Person	Jon Loye, PE
Contact Person's Phone Number	(218) 499-3176
Contact Person's E-Mail Address	jloye@msa-ps.com
Federal ID Number	39-1016174
Authorized Signature	
Name & Title of Authorized Signer	Jon Loye, PE Project Manager Team Leader
Email of Authorized Signer	jloye@msa-ps.com

APPENDIX C
RFP# 24-99451

RFP Construction Engineering Services for Lead Water Service Replacements

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] MSA Professional Services, Inc. _____ certifies, to the best of his or her knowledge, that:


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] MSA Professional Services, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jon Loye | Project Manager, Team Leader
Name and Title of Contractor's Authorized Official

5/9/2024
Date

COST PROPOSAL TO PROVIDE CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR: Lead Water Service Replacement - New Duluth Project



Prepared for:
City of Duluth, MN
May 9, 2024



332 W. Superior Street, Suite 600
Duluth, MN 55802
(218) 722-3915
www.msa-ps.com

May 9, 2024

Brad Scott, Senior Engineer
City of Duluth - Engineering Division
411 W. 1st Street, Room 230, City Hall
Duluth, MN 55802

Re: Cost Proposal to Provide Construction Engineering Support Services for Lead Water Service Replacement -
New Duluth Project

Dear Mr. Scott,

Enclosed is the cost proposal from MSA Professional Services, Inc. (MSA) for design services for this project. The cost proposal is based on the following:

- The breakdown of hours by task and employee, which matches the work plan included in the project proposal.
- Hourly rates for each specific employee.
- Direct expense estimates and unit cost rates, summarized in the cost proposal and broken out with cost rates on a separate detail page.
- Design service fees are based on 2024 billing rates.

Thank you again for the opportunity to propose on this vital City of Duluth infrastructure project. Please contact me anytime at my contact information below to discuss costs or any questions you may have.

Sincerely,
MSA Professional Services, Inc.

A handwritten signature in blue ink, appearing to read "Jon Loye", is positioned above the printed name.

Jon Loye, PE
Project Manager | Team Leader
(218) 499-3176
jloye@msa-ps.com

Terms of the proposal as stated must be valid for the project length of time.


Cost Proposal for the New Duluth Project

Construction Engineering Support Services for City Lead Water Service Replacement Projects In New Duluth												
WORK PLAN										COST PROSAL		
Work Task	Task Description	Project Principal	Project Manager	Project Engineer	Chief Inspector	Asst Inspector	Land Surveyor	Admin	Total Hours	Labor Total	Expenses Total	Total Cost Per
General Project Requirements												
	2024 Construction Season: 6/10/24 through 10/18/24 (106 working days)											
	2025 Construction Season: 4/14/25 through 7/1/25 (65 working days)											
	Calendar Days: 200 Working Days: 171											
1.00 Constructin Administration												
1.01	Project Management, Coordination, Invoicing, Etc.	2	40					40	82	\$ 11,260		\$ 11,260
1.02	Preconstruction Meeting	1	2	4					7	\$ 1,210		\$ 1,210
1.03	Project Setup, Plan and Shop Drawing Review		4	16			8	24	52	\$ 6,360		
2.00 Inspection / On-Site Observation												
2.01	Chief Inspector Regular Hours				400				400	\$ 64,000		\$ 64,000
2.02	Asst. Inspector Regular Hours					1620			1620	\$ 194,400		\$ 194,400
2.03	Final Punchlist (Walk Through)		4	16					20	\$ 3,160		\$ 3,160
2.04	Weekly Meetings & Minutes (Assumed Covered Under Regular Inspection Hours Unless Indicated Otherwise)											
2.05	One-Year Warranty Inspection				40				40	\$ 6,400		\$ 6,400
3.00 Construction Documentation (Assumed Covered Under Regular Inspection Hours Unless Indicated Otherwise)												
3.01	Quantity Calculations / Field Measurements											
3.02	Change Order Preparation											
3.03	Contractor Schedule Review											
3.04	Daily and Weekly Inspection Records											
3.05	Prepare and Enter Progress Pay Requests											
3.06	Record Drawings / As-builts / Water Service Cards											
3.07	Final Inspection Punchlist											
3.08	Warranty Inspection Report											
3.09	Survey Files and Data											
3.10	Project Correspondence, E-mail, and Phone Logs											
4.00 Expenses												
4.01	GPS Equipment										\$ 8,100	\$ 8,100
4.02	On Site Construction Vehicle (Assume 2 veh. x 7 months)										\$ 4,000	\$ 4,000
4.03	Misc. Inspection Supplies / Other										\$ 2,500	\$ 2,500
	Total Hours	3	50	36	440	1620	8	64	2221	\$ 286,790	\$ 14,600	\$ 301,390
	Hourly Rate	\$ 230	\$ 190	\$ 150	\$ 160	\$ 120	\$ 160	\$ 80				
	Total Cost(s)	\$ 690	\$ 9,500	\$ 5,400	\$ 70,400	\$ 194,400	\$ 1,280	\$ 5,120		\$ 286,790	\$ 14,600	\$ 295,030

HOURLY RATES


TEAM MEMBER	HOURLY RATE
Jon Loye	\$190
Phil Lockett	\$160
Cory Weber	\$120
Jeff Goetzman	\$150
Chuck Schwartz	\$210

DIRECT EXPENSES AND RATES FOR MISCELLANEOUS CHARGES

RATE SCHEDULE	
2024	
<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative.....	\$ 75 – \$150/hr.
Architects.....	\$ 75 – \$215/hr.
Community Development Specialists.....	\$135 – \$185/hr.
Digital Design.....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists.....	\$105 – \$185/hr.
Geographic Information Systems (GIS).....	\$ 95 – \$185/hr.
Housing Administration.....	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators.....	\$105 – \$130/hr.
IT Support.....	\$175 – \$195/hr.
Land Surveying.....	\$ 75 – \$185/hr.
Landscape Designers & Architects.....	\$ 75 – \$215/hr.
Planners.....	\$ 75 – \$205/hr.
Principals.....	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems.....	\$150 – \$200/hr.
Project Managers.....	\$150 – \$230/hr.
Real Estate Professionals.....	\$135 – \$165/hr.
Staff Engineers.....	\$ 75 – \$145/hr.
Technicians.....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator.....	\$ 90 – \$115/hr.
 <u>REIMBURSABLE EXPENSES</u>	
Copies/Prints.....	Rate based on volume
Specs/Reports.....	\$10
Copies.....	\$0.12/page
Plots.....	\$0.006/sq.in.
Flash Drive.....	\$10
GPS Equipment.....	\$20/hour
Dini Laser Level.....	\$30/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement.....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$375/flight
<p>Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.</p>	
 ENGINEERING PLANNING ARCHITECTURE SURVEYING FUNDING ENVIRONMENTAL	

**APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 24-99451
RFP Construction Engineering Services for Lead Water Service Replacements**

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Authorized Signature	
Name & Title of Authorized Signer	Jon Loye, PE Project Manager Team Leader
Email of Authorized Signer	jloye@msa-ps.com