

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN**

**SHORT ELLIOT HENDRICKSON, 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 Short Elliot Hendrickson, Inc. located at 418 West Superior Street, Suite 200, 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 services for the 2023 lead water service replacement project in Lincoln Park, (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 Public Works and Utilities Director or his designee (“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 Four Hundred Sixty-Six Thousand, Five Hundred Ninety and 00/100 Dollars (\$466,590.00) inclusive of all travel and other expenses associated with the Project, payable from Fund 510-500-1905-5533; UtilB-2081. 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 Cory Ascheman (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.

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: Short Elliott Hendrickson, Inc.
418 West Superior Street, Suite 200
Duluth, MN 55802
Attn: Cory Ascheman

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 Majeure

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

By: _____
Mayor

Attest:

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to Form:

City Attorney

SHORT ELLIOT HENDRICKSON, INC.

By: _____

Its: _____
Title of Representative

Date: _____



Building a Better World
for All of Us®

March 13, 2024

RE: Proposal for Construction Engineering
Support Services for 2023 City-Wide
Lead Water Service Replacement Projects
in Gary and Lincoln Park
City of Duluth, MN

Mr. Brad Scott, Senior Engineer
City of Duluth – Engineering Division
411 W. 1st Street, Room 230 City Hall
Duluth, MN 55802-1191

Dear Mr. Scott:

The City of Duluth is requesting full time construction inspection services for Lead Service Line Replacement (LSLR) projects in the Gary and Lincoln Park neighborhoods. Enlisting experienced and responsible construction professionals, such as those that Short Elliott Hendrickson Inc. (SEH®) provides, can be a key component of any successful construction project.

At SEH, we fully understand that engaging the right expertise to manage your construction investment is essential to ensuring your project is executed, documented, and built according to local requirements, approved plans, and specifications, and more importantly your expectations. SEH has built a strong reputation in construction services by providing effective communication, quality deliverables and successfully demonstrating our ability to truly manage the project delivery process on behalf of our clients. **In addition, SEH has extensive experience on projects similar to your project.** We have been completing these types of projects for other communities for the past several years and fully understand how to provide the quality expectations that also hold paramount the safety, health, and welfare of the public.

This letter will explain the firm's understanding of the scope of services, our project team, project experience and work plan.

GOALS AND OBJECTIVES

Project Understanding

Lead was a common material used for water services in Duluth prior to 1929. Since that time, many studies have shown the potential negative health impacts this can lead to. Although the City has replaced many lead water services in the past, most utility reconstruction projects include replacing only the public portion. The City has been inventorying the remaining lead water services and has found that more than 5,000 are still in service throughout the City. Most of the lead pipe is located on the private portion of the water service so public funding has not been readily available.

The City of Duluth has secured funding through the American Rescue Plan Act (ARPA) and the Minnesota Department of Health Public Facilities Authority (PFA) to begin the replacement of lead water services. This program allows them to replace public and private services at no cost to the property owners. During the first phase of this program, the City hired four consultants to inspect and design Lead Service Line Replacement (LSLR) Projects in four neighborhoods.

For this proposal, the City of Duluth is requesting Construction Services including construction observation, documentation and construction administration support for two of those neighborhoods.

The Gary neighborhood includes 165-195 properties, and the Lower Lincoln Park project has 201 properties including 18 childcare providers located throughout the City. SEH will provide a Chief

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55802-1512

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

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Inspector and an Assistant Inspector to oversee the construction activities which include roadway and sidewalk removals, excavation, 1" HDPE water service lines, 2" HDPE watermain extensions, connecting to indoor plumbing, replacing road core and sidewalks, and restoration. A majority of the services and watermain extensions will be installed using a trenchless method to minimize impacts to the properties but some situations will require traditional open trench installation.

SEH is proposing to provide Construction Services for either the Gary neighborhood or the Lower Lincoln Park project. Our preference is to team with the City on the Lower Lincoln Park project based on our involvement during the design phase. SEH's team experience and understanding of the Lead Service Line Replacement program shows that we are capable of supporting the Gary neighborhood project as well.

Objectives

The outcome of these LSLR Projects will be safer drinking water for residents in the Gary and Lower Lincoln Park neighborhoods. As an extension of the City's construction services team, we will observe construction activities to ensure compliance, track the contractor's work, measure quantities, document pay items in OneOffice and capture as-built information. Communication plays an important role during a successful project. Our staff will maintain regular communication with the City's project team, the contractor, residents and others impacted by the work.

The specific **Construction Administration** duties to be provided by the SEH team will include:

- Attending the preconstruction meeting
- Conducting weekly project meetings with the City, contractor and other impacted parties
- Reviewing Shop Drawings for consistency with plans, specifications and City standards
- Preparing documentation and recommendations for Change Orders
- Reviewing the construction schedules and providing comments on discrepancies
- Entering quantities and documentation into the City's OneOffice system for payments
- Providing as-built survey data, record drawings and water service cards
- Providing final construction documentation including field notes, material verifications, punch lists, quantity measurements, correspondence and project reports

The specific **Construction Observation** duties to be provided by the SEH team will include:

- Coordinating daily with contractor and assuring work items have adequate oversight
- Documenting the contractor's progress each day including field conditions, work locations, erosion control, traffic control, photos, issues and resolutions
- Reviewing material to be incorporated into project for compliance with the contract
- Measuring, verifying and recording pay items for pay estimates in OneOffice
- Capturing accurate as-built data per the City of Duluth Record Drawings Standards
- Preparing daily inspection reports and weekly summaries to be submitted weekly
- Coordinating with the City's material testing firm so all tests are performed in a timely manner
- Communicating regularly with property owners so they are informed and prepared
- Providing daily updates to the City's project team addressing progress, schedule and issues
- Communicating promptly with the City if problems arise like non-conforming work or safety
- Maintaining a project punch list so items can be corrected prior to final payment
- Conducting a final inspection of each property including photos
- Coordinating, conducting and documenting the One-Year warranty inspection

EXPERIENCE

SEH understands the importance of serving as a true extension of the City of Duluth staff by providing consistency and reliability throughout the project. We have a proven track record while partnering with the City during the planning, design, construction and warranty phases for decades. We have a deep and operational understanding of your standards and requirements. SEH has successfully performed projects in Duluth as well as Proctor, Superior and many other communities. Our team has extensive experience with watermain installation, service line installations, roadway construction and resident communication. We will utilize that knowledge and experience to proactively identify issues and quickly create solutions. The following relevant examples highlight projects where our team members performed similar tasks to those required for this LSLR project.

City-Wide Lead Service Line Replacement: Lower Lincoln Park – Duluth, MN

FEATURES

- Residential communication and coordination
- Over 200 in-home water service inspections
- Designed plans and specifications

RELEVANCE TO LEAD SERVICE LINE REPLACEMENT

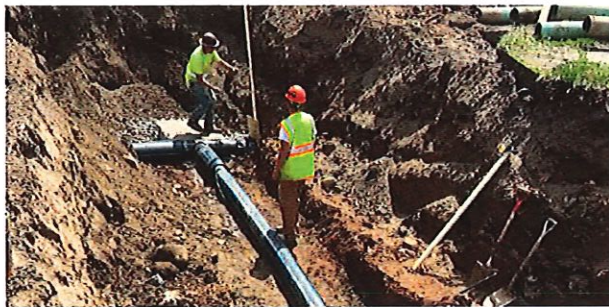
- Built relationships with property owners
- Familiarity with project area
- Understanding of construction documents including City of Duluth standards

TEAM MEMBERS

- Jerry Haldorson
- Troy Shold



2nd Street Reconstruction – Proctor, MN



FEATURES

- Street and utility reconstruction
- Installation of approximately 2,700 LF of HDPE watermain
- Installation of approximately 1,550 LF of HDPE water services

RELEVANCE TO LEAD SERVICE LINE REPLACEMENT

- HDPE watermain and service lines
- Coordination with property owners
- Construction documentation

TEAM MEMBERS

- Jerry Haldorson

Duluth 100 Apartments – Duluth, MN

FEATURES

- Private Development in the City of Duluth
- Construction of future public roadway and utilities
- Utility and roadway observations per Memorandum of Understanding
- Installation of approximately 450 LF of watermain and services

RELEVANCE TO LEAD SERVICE LINE REPLACEMENT

- Inspection of public facilities per the City of Duluth standards
- Watermain installation
- Construction observation and documentation

TEAM MEMBERS

- Troy Shold



Bluestone Lofts – Duluth, MN



FEATURES

- Multi-phase Private Development in the City of Duluth
- Installation of watermain and water service
- Restoration of public roadways

RELEVANCE TO LEAD SERVICE LINE REPLACEMENT

- Inspection of public facilities per the City of Duluth standards
- HDPE watermain and service lines including trenchless installation
- Construction administration and observation

TEAM MEMBERS

- Jerry Haldorson

NEW REGIONAL WATER SYSTEM - FOND DU LAC, MN

FEATURES

- Replacement of 55 water services
- Meter replacement inside 139 homes
- Approximately 33,500 LF of 8" HDPE watermain and 9,800 LF of water service lines
- Installation using open cut and trenchless methods

RELEVANCE TO LEAD SERVICE LINE REPLACEMENT

- Coordination with homeowners
- Installation of watermain and water services
- Construction administration and observation

TEAM MEMBERS

- Jerry Haldorson



PERSONNEL

The SEH inspection team will be led by **Jerry Haldorson** as the Chief Inspector with **Troy Shold** as the Assistant Inspector. Jerry will be the primary point of contact for the City's project supervisor, the contractor and the residents. Our Project Manager will be **Cory Ascherman, PE**. Cory will be supported by our Principal-in-Charge, **Matt Bolf, PE**. Cory and Matt will keep the City informed of the progress and ensure that the work is proceeding in accordance with the Contract Documents and approved schedules.

Jerry Haldorson – Chief Inspector



Jerry will be our team's Chief Inspector. He has over 30 years of experience providing construction observation and administration for projects in northern Minnesota including over 20 years working alongside the City of Duluth. He has been responsible for on-site inspection for multiple street and utility improvement projects, including watermain, water services, residential street reconstruction and restoration. Many of Jerry's projects have used

OneOffice for construction administration so he is very familiar with the program. He also excels at communication with residents and clients. Jerry's relevant experience includes:

- 2023 City-Wide Lead Water Service Replacement – Duluth, MN (In-home service inspection)
- Blue Stone Lofts – Duluth, MN (Roadway and utility inspection)
- New Regional Water System – Fond Du Lac, MN (Roadway and watermain inspection)
- 2nd Street Reconstruction – Proctor, MN (Construction administration and inspection, OneOffice)
- Belknap Street Reconstruction – Superior, WI (Construction inspection)

EDUCATION

Associate of Arts
Civil Engineering Technology
St. Cloud Area Vocational
Technical Institute

CERTIFICATIONS

MnDOT:

- ADA Construction
- Aggregate Production
- Bituminous Street Inspector
- Grading and Base Tester and Inspector
- Concrete Field Tester and Inspector

University of MN:

- Construction Site Management

City of Duluth:

- Polyethylene Pipe Inspector

Troy Shold, EIT – Assistant Inspector



Troy will be our team's Assistant Inspector. He is an EIT that has 4 years of construction observation experience with MnDOT and the City of Duluth. As required by the City's Memorandum of Understanding for developers, Troy has acted on behalf of the City to ensure watermain, sanitary sewer, storm sewer and roadways are constructed in accordance with the approved plans, specification and City Standards. Troy was also an intricate team member during the in-home inspection and design phase of the Lead Water Service Replacement project in Lower Lincoln Park. He personally inspected over 75 of the properties and draft a majority of the plan sheets for the project. His familiarity with plans and specifications as well as his friendly communication skills are a great benefit to this project. Troy's relevant experience includes:

- 2023 City-Wide Lead Water Service Replacement – Duluth, MN (In-home service inspection, design)
- Duluth 100 Apartments – Duluth, MN (MOU Inspection)

- St. Lukes 1st Street Parking Ramp – Duluth, MN (Roadway and utility inspection)
- Duluth Costal Infrastructure Rehabilitation – Duluth, MN (Roadway and watermain inspection)

EDUCATION

Bachelor of Science
Civil Engineering
University of Minnesota Duluth

CERTIFICATIONS

MnDOT:
o Aggregate Production

Engineer in Training–Minnesota

WORK PLAN

SEH has developed our work plan per the staffing requirements outlined in the RFP to meet your goals and objectives effectively and efficiently. Our services will be provided in a well thought out, efficient, technically sound, and cost-effective approach.

SEH is proposing to provide Construction Services for either the Gary neighborhood or the Lincoln Park project. This work plan applies to both locations, but separate cost proposals have been provided.

Construction Engineering Support Services for City Lead Water Service Replacement Projects In Gary and Lincoln Park									
WORK PLAN									
Work Task	Task Description	Project Principal	Project Manager	Project Engineer	Chief Inspector	Asst Inspector	Land Surveyor	Admin	Total Hours
0.00	General Project Requirements								
	Project Start: 4/15/2024								
	Project Complete: 10/18/2024								
	Calendar Days: 186 Working Days: 155 (26 Sundays / 5 holidays)								
	Duration: 26 weeks & 4 days								
1.00	Construction Administration (Assume 27 weeks)								
1.01	Project Management, Coordination, Invoicing, Etc.	2	40					12	54
1.02	Preconstruction Meeting		3		3	3			9
1.03	Project Setup, Plan and Shop Drawing Review		8	4	8	4		2	26
2.00	Inspection / On-Site Observation (Assume 27 weeks and 6 days per week and 10 hrs per day)								
2.01	Chief Inspector Regular Hours				1620				1620
2.02	Asst. Inspector Regular Hours					1620			1620
2.03	Final Punchlist (Walk Through)		4		16	16	8		44
2.04	Weekly Meetings & Minutes (Assumed Covered Under Regular Inspection Hours Unless Indicated Otherwise)								
2.05	One-Year Warranty Inspection		8		40			2	50
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								
4.02	On Site Construction Vehicle (Assume 2 veh. x 6 months)								
4.03	Misc. Inspection Supplies / Other								

SUMMARY

Please contact us if you have any questions about the content of our proposal or SEH's qualifications to successfully complete this project for you. Thank you again for the opportunity to submit this proposal and we look forward to continuing our working relationship with the City of Duluth!

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Cory Ascherman, PE (MN)
Associate | Project Manager

**APPENDIX A - PROPOSAL COVER SHEET CITY OF
DULUTH
RFP# 24-99326
CONSTRUCTION ENGINEERING SERVICES FOR LEAD
WATER SERVICE REPLACEMENT PROJECTS**

Bidder Information:	
Bidder Name	Short Elliott Hendrickson Inc. (SEH)
Mailing Address	418 W. Superior St., Ste. 200, Duluth, MN 55802
Contact Person	Cory Ascheman, PE
Contact Person's Phone Number	651.755.9926
Contact Person's E-Mail Address	cascheman@sehinc.com
Federal ID Number	41-1251208
Authorized Signature	
Name & Title of Authorized Signer	Matt Bolf, PE, Client Service Manager
Email of Authorized Signer	mbolf@sehinc.com

APPENDIX C
RFP# 24-99326
RFP Construction Engineering Services for Lead Water Service Replacements

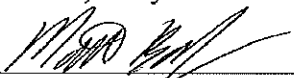
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] Short Elliott Hendrickson Inc. (SEH) 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] SEH, 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

Matt Bolf, PE, Client Service Manager
Name and Title of Contractor's Authorized Official

March 13, 2024
Date



Building a Better World
for All of Us®

March 13, 2024

RE: Proposal for Construction Engineering
Support Services for 2023 City-Wide
Lead Water Service Replacement Projects
in Gary and Lincoln Park
COST PROPOSAL – LINCOLN PARK
Project No. 2081, RFP Number 24-99326
SEH No. DULUT P-177677

City of Duluth Purchasing
City Hall
411 West 1st Street, Room 120
Duluth, MN 55802

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this cost proposal for the 2023 City-Wide Lead Water Service Replacement projects in Gary and Lincoln Park neighborhoods. This cost proposal is for construction services related to the **Lincoln Park Project** and is based on the scope of services outlined and discussed in our separate proposal.

Construction Services	
Construction Administration and Observation	\$458,610
Expenses – Equipment & Mileage	\$7,980
Total Project Cost	\$466,590

The requested detailed work plan with identified efforts and hourly rates is enclosed on a separate page.

The assumptions used to generate these costs are outlined as follows:

- Construction will occur between April 15, 2024 and October 18, 2024.
- Construction observation estimate based on a Chief Inspector and an Assistant Inspector working 27 weeks of construction at 60 hours per week. Approximately 155 Working Days.
- A One-Year Warranty walk through will occur in the Fall of 2025.
- City of Duluth will utilize OneOffice and provide access for SEH to make field entries.

Additional services that may become necessary during the construction of this project will be discussed when they arise. For this work we will charge our standard hourly rates.

The terms of this cost proposal are valid for the length of this project.

By selecting SEH, the City of Duluth can be assured that we will focus our energies on providing quality services for a successful and exceptional project outcome for this project!

Respectfully submitted,

Cory Ascherman, PE (Lic. MN)
Project Manager

Attachment – Detailed Work Plan and Cost Estimate – Lincoln Park
Attachment – SEH Schedule of Expenses – 2024

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, P.O. Box 229, Duluth, MN 55801-0229

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

**Construction Engineering Support Services for City
Lead Water Service Replacement Projects In Lincoln Park**

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											
	Project Start: 4/15/2024											
	Project Complete: 10/18/2024											
	Calendar Days: 186 Working Days: 155 (26 Sundays / 5 holidays)											
	Duration: 26 weeks & 4 days											
1.00	Constructin Administration (Assume 27 weeks)											
1.01	Project Management, Coordination, Invoicing, Etc.	2	40					12	54	\$ 10,220		\$ 10,220
1.02	Preconstruction Meeting		3		3	3			9	\$ 1,410		\$ 1,410
1.03	Project Setup, Plan and Shop Drawing Review		8	4	8	4		2	26	\$ 4,160		\$ 4,160
2.00	Inspection / On-Site Observation (Assume 27 weeks and 6 days per week and 10 hrs per day)											
2.01	Chief Inspector Regular Hours				1620				1620	\$ 226,800		\$ 226,800
2.02	Asst. Inspector Regular Hours					1620			1620	\$ 202,500		\$ 202,500
2.03	Final Punchlist (Walk Through)		4		16	16	8		44	\$ 6,020		\$ 6,020
2.04	Weekly Meetings & Minutes (Assumed Covered Under Regular Inspection Hours Unless Indicated Otherwise)											
2.05	One-Year Warranty Inspection		8		40			2	50	\$ 7,500		\$ 7,500
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										\$ 1,000	\$ 1,000
4.02	On Site Construction Vehicle (Assume 2 veh. x 6 months)										\$ 6,780	\$ 6,780
4.03	Misc. Inspection Supplies / Other										\$ 200	\$ 200
	Total Hours	2	63	4	1687	1643	8	16	3423	\$ 458,610	\$ 7,980	\$ 466,590
	Hourly Rate	\$ 230	\$ 205	\$ 160	\$ 140	\$ 125	\$ 120	\$ 130				
	Total Cost(s)	\$ 460	\$ 12,915	\$ 640	\$ 236,180	\$ 205,375	\$ 960	\$ 2,080		\$ 458,610	\$ 7,980	\$ 466,590

SEH SCHEDULE OF EXPENSES – 2024

Vehicle Mileage Rates

2024 IRS Rate\$0.67

Vehicle Allowance Costs

Resident Project Representative\$16.00/day

Survey and Field Vehicle \$4.90/hour + \$0.67/mile

Survey Equipment

Robotic Total Station\$35.00/hour

Global Positioning System (GPS)\$35.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$5.80/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH. Equipment not included on this list that is needed to complete a specific project will be scoped on a per project basis.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ⁽¹⁾

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy (single-sided, standard white paper)	\$0.07	\$0.24	\$0.95 + \$0.50/sq. ft.	
Color Copy (single-sided, standard white paper)	\$0.46	\$1.02	\$0.95 + \$2.55/sq. ft.	
Mylar			\$5.00	
Laminated Foamcore - up to 30"x42" - larger than 40"x60"			\$40.00 \$75.00	
Binding - wire - comb				\$3.60 \$3.20
Covers - custom - standard				\$0.15 \$0.03
Tabs (white)				\$0.20
Mailing/Processing				UPS or USPS rates

- (1) SEH assumes that reports will be prepared and delivered electronically. On the occasion where reports or other reprographic services are needed, these reports and reprographic services will be scoped and costed on a per project basis determined by the need of the project and specific service requested.

Rates and expenses are subject to change and may not be accompanied by immediate notification.



**APPENDIX A - PROPOSAL COVER SHEET CITY OF
DULUTH
RFP# 24-99326
CONSTRUCTION ENGINEERING SERVICES FOR LEAD
WATER SERVICE REPLACEMENT PROJECTS**

Bidder Information:	
Bidder Name	Short Elliott Hendrickson Inc. (SEH)
Mailing Address	418 W. Superior St., Ste. 200, Duluth, MN 55802
Contact Person	Cory Ascheman, PE
Contact Person's Phone Number	651.755.9926
Contact Person's E-Mail Address	cascheman@sehinc.com
Federal ID Number	41-1251208
Authorized Signature	
Name & Title of Authorized Signer	Matt Bolf, PE, Client Service Manager
Email of Authorized Signer	mbolf@sehinc.com