PROFESSIONAL ENGINEERING SERVICES AGREEMENT

LHB, INC. & CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the City of Duluth, Minnesota hereinafter referred to as the "City" and:

Name: **LHB, Inc.**
Address: **21 West Superior Street, Suite 500, Duluth, MN 55802**

hereinafter referred to as the "Engineer", in consideration of the mutual promises contained herein.

Payments as described in Section V shall be made from Funding **510-500-1905-5533, UtilB-2082; UtilB-2214; UtilB-2249; UtilB-2215; UtilB-2248**; Project # **2082, 2214, 2249, 2215, 2248**; and Resolution No. **24-0865R**, passed on **November 12, 2024**.

The professional engineering services obtained by the City under this agreement concern the following described project hereinafter referred to as the "Project":

Project Number:	**2082, 2214, 2249, 2215, 2248**
Project Name:	**Construction Administration for 2025 Lead Water Service Replacement Projects**
Project Description:	**Construction administration, construction engineering, and engineering inspection / on-site observation for the 2025 lead water service replacement projects.**

The professional engineering services to be provided under this agreement consist of those phases A through G checked below. A more particular description of each phase is contained in Section II, "Basic Services", of the agreement.

	Phase	Description
☐	A.	Study and Report Phase
☐	B.	Preliminary Survey Phase
☐	C.	Preliminary Design Phase
☐	D.	Final Design Phase
☐	E.	Bidding Phase
☐	F.	Construction Survey and Layout Phase
☒	G.	Construction Administration and Inspection Phase

SECTION I. GENERAL

A. ENGINEER

The Engineer shall provide professional engineering services for the City in all phases of the Project to which this agreement applies, serve as the City's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to the City during the performance of services hereunder. All services provided hereunder shall be performed by the Engineer in accordance with generally accepted Engineering standards to the satisfaction of the City.

B. NOTICE TO PROCEED

The Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed by City representative with that Phase.

C. TIME

The Engineer shall begin work on each successive phase promptly after receipt of the Notice to Proceed and shall devote such personnel and materials to the Project so as to complete each phase in an expeditious manner within the time limits set forth in Section II. Time is of the essence to this agreement.

D. CITY'S REPRESENTATIVE

The City's representative to the Engineer shall be the City Engineer or his or her designees assigned in writing.

E. ENGINEERING GUIDELINES

All work performed as part of this project shall conform to the most current edition of the Engineering Guidelines for Professional Engineering Services and Developments as approved by the City Engineer and on file in the office of the City Engineer.

F. SUBCONSULTANTS

Engineer may contract for the services of sub-consultants to assist Engineer in the performance of the services to be provided by Engineer hereunder but the selection of any sub-consultant to perform such services shall be subject to the prior written approval of the City Engineer. Engineer shall remain responsible for all aspects of any services provided by such sub-consultants to City under this Agreement. City shall reimburse Engineer for sub-consultant services under the categories of services to be provided by Engineer under Phases A through G, as applicable.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

☐ Included in this Agreement
☒ Not included in this Agreement

The Engineer shall:

1) City's Requirements

Review available data and consult with the City to clarify and define the City's requirements for the Project.

2) Advise Regarding Additional Data

Advise the City as to the necessity of the City's providing or obtaining from others data or services in order to evaluate or complete the Project and, if directed by the City's representative, act on behalf of the City in obtaining other data or services.

3) Technical Analysis

Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

4) Economic Analysis

Provide a general economic analysis of various alternatives based on economic parameters and assumptions provided by the City.

5) Report Preparation

Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City and setting forth the Engineer's findings and recommendations with opinions of probable total costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

6) Report Presentation

Furnish three copies of the report and present and review the report in person with the City as the City Representative shall direct.

7) Supplementary Duties

The duties and responsibilities of Engineer during the Study and Report Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Study and Report Phase shall be completed and report submitted by **N/A**.

B. PRELIMINARY SURVEY PHASE

☐ Included in this Agreement
☒ Not included in this Agreement

After written authorization by the City's representative to proceed with the preliminary survey phase, the Engineer shall:

1) General

Perform topographic survey as necessary to prepare the design and provide Construction Survey and Layout as described in Section II.F

2) Boundary Survey

Perform boundary survey if checked.

3) Document Presentation

Furnish a CADD file of the survey base map to the City. Files shall be in the software specified in the Engineering Guidelines for Professional Engineering Services and Developments described in Section I.E.

4) Supplementary Duties

The duties-responsibilities of the Engineer during the preliminary survey phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

5) Completion Time

The preliminary survey phase shall be completed and submitted by **N/A**.

C. PRELIMINARY DESIGN PHASE

☐ Included in this Agreement
☒ Not included in this Agreement

After written authorization by the City's Representative to proceed with the Preliminary Design Phase, the Engineer shall:

1) Preliminary Design Documents
Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

2) Revised Project Costs
Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project costs.

3) Preparation of Grants; Environmental Statements
Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project, preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documentation prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4) Renderings and Models
Providing renderings or models for the City's use.

5) Economic Analysis
Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting the City in obtaining licensing; detailed quantity surveys of material, equipment and labor; and audits of inventories required in connection with construction performed by the City.

6) Document Presentation
Furnish three copies of the above preliminary design documents and present and review such documents in person with the City as the City Engineer may direct.

7) Supplementary Duties
The duties and responsibilities of the Engineer during the Preliminary Design Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer’s proposal attached as Exhibit B.

8) Completion Time
The Preliminary Design Phase shall be completed and report or plan submitted by **N/A**.

D. FINAL DESIGN PHASE

☐ Included in this Agreement

☒ Not included in this Agreement

1) Drawings and Specifications

On the basis of the accepted preliminary design documents and the revised opinion of probable Project costs, prepare for incorporation in the contract documents Construction Plans to show the character and extent of the Project and specifications.

2) Approvals of Governmental Entities

Furnish to the City such documents and design data as may be required for, and prepare the required documents so that the City may apply for approvals and permits of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3) Adjusted Project Costs

Advise the City of any adjustments to the latest opinion of probable Project costs, identify cause of change and furnish a revised opinion of probable Project cost based on the drawings and specifications.

4) Contract Document Preparation

Prepare final plans and specifications for the Project, which shall include incorporation of plans and specifications prepared by subconsultants. Engineer shall assist in the preparation of contract documents. Engineer shall prepare all necessary project/plan review forms checklists, labor compliance requests, wage determination requests, bidding documents and other forms to assist the City with procuring Bids. Engineer shall review all plans and specifications and supporting documentation and resolve any inconsistencies in said documents being incorporated into the Contract prior to bid. To the extent possible, the Engineer will follow the document format supplied by the City and use the standard terms and conditions supplied by the City in preparation of these documents.

5) Real Estate Acquisition: Legal Description

Based on preliminary design documents, furnish a legal description and recordable reproducible 8-1/2" X 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project.

6) Document Presentation

Furnish three copies of the above documents and present and review them in person with the City.

7) Supplementary Duties

The duties and responsibilities of the Engineer during the Final Design Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Final Design Phase shall be completed and contract documents submitted by **N/A**.

E. BIDDING PHASE

☐ Included in this Agreement
☒ Not included in this Agreement

The Engineer shall:

1) Assist in Bidding

Assist the City in obtaining bids for each separate City contract for construction, materials, equipment and services.

2) Advise Regarding Contractors and Subcontractors

Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the City's contractor(s) (hereinafter called "Contractor(s)" for those portions of the work as to which such acceptability is required by the bidding documents).

3) Consult Regarding Substitutes

Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by the contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

4) Evaluation of Bids

Assist the City in evaluating bids or proposals and in assembling and awarding contracts.

5) Supplementary Duties

The duties and responsibilities of the Engineer during the Bidding Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

6) Completion Time

The bidding phase shall be completed by **N/A**.

F. CONSTRUCTION SURVEY AND LAYOUT PHASE

☐ Included in this Agreement
☒ Not included in this Agreement

1) General

This phase of work may or may not be performed in conjunction with Phase G, "Construction Administration and Inspection Phase" of this agreement. Inclusion of this phase in the agreement does not imply that services identified under Phase G are to be provided unless specifically indicated in this agreement.

2) Duties

The Engineer shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Engineer shall be sufficient to permit the construction contractor to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.

3) Accuracy

The Engineer shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Engineer shall be responsible for the accuracy of the control points which are established. The Engineer shall be responsible for costs which may result from errors in placement of control

points. The Engineer shall be required to establish control points at Engineer's costs only one time. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Engineer and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City. The Engineer shall take all reasonable and customary actions to protect the control points established by the Engineer.

4) Supplementary Duties

The duties and responsibilities of the Engineer during the construction survey and layout phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

5) Completion Time

The construction survey & layout phase shall be completed by **N/A**.

G. CONSTRUCTION ADMINISTRATION AND INSPECTION PHASE

☒ Included in this Agreement

☐ Not included in this Agreement

1) General Duties

Consult with and advise the City and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. This phase of the work may or may not be performed in conjunction with Phase F "Construction Survey and Layout Phase" of this agreement. Inclusion of this phase in the agreement does not imply that services identified under Phase F are to be provided unless specifically indicated in this agreement.

2) Construction Inspection and Reporting

Make visits to the site with sufficient frequency at the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the contractor(s) and to ensure that such work is proceeding in accordance with the contract documents. During such visits and on the basis of on-site observations, the Engineer shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

3) Warranty Inspection

Eleven months following construction completion, conduct an inspection to document any items to be repaired by the contractor under the conditions of the construction contract warranty. Submit work to be corrected to the Contractor and the City.

4) Review of Technical and Procedural Aspects

Review and approve (or take other appropriate action in respect to Shop Drawings), the results of tests and inspections and other data which each contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the contractor(s), and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the contractor(s).

5) Contract Documents

Receive from each contractor and review for compliance with contract documents all required document submissions including but not limited to performance and payment bonds,

certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City for final approval.

6) Conferences and Meetings

Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project-related meetings, and prepare and circulate copies of the minutes thereof including to the City.

7) Records

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.

b) Keep a diary or log book, recording the contractor's hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City. Take multiple photographs of the Work and keep a log and file of the photos. Specifically maintain records of acceptance and rejection of materials and workmanship.

c) Record names, addresses and telephone numbers of all the contractors, subcontractors, and major suppliers of materials and equipment.

8) Reports

a) Furnish the City periodic reports, as required, on progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with the City, in advance of scheduled major tests, inspections, or start of important phases of the Work.

c) Draft proposed change orders and work directive changes, obtaining back-up material from the contractor, and make recommendations to the City regarding change orders, work directive changes and field orders.

d) Report immediately to the City upon the occurrence of any accident.

9) Contract Interpretation, Review of Quality of Work

Issue all instruction of the City to the contractor(s); issue necessary interpretations and clarifications of the contract Documents and in connection therewith prepare change orders as required, subject to the City's approval; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under and make decisions on all claims of the contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

10) Change Orders and Revisions

Prepare change orders to reflect changes in the Project requested or approved by the City, evaluate substitutions proposed by the contractor(s) and make revisions to drawings and

specifications occasioned thereby, and provide any additional services necessary as the result of significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

11) Review of Applications for Payment

Based on the Engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to the contractor(s) and recommend in writing payments to the contractor(s) in such amounts; such recommendations of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, that, to the best of the Engineer's knowledge, information and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the contractor(s).

12) Determination of Substantial Completion

Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each contractor has fulfilled all of his obligations there under so that the Engineer may recommend, in writing, final payment to each contractor and may give written notice to the City and the contractor(s) that the work is acceptable (subject to any conditions therein expressed).

13) Authority and Responsibility

The Engineer shall not guarantee the work of any contractor or subcontractor, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. If the Engineer determines that there are deficiencies in materials or workmanship on the Project, or otherwise deems it to be in the best interest of the City to do so, the Engineer shall be responsible to stop any contractor or subcontractor from performing work on the Project, until conditions giving rise to this need, therefore, are rectified.

14) Engineer Not Responsible for Acts of Contractor

The Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' or employees or any other person (except the Engineer's own employees and agents) at the site or otherwise performing any of the contractor(s) work; however, nothing contained in this paragraph shall be construed to release the Engineer from liability for failure to properly perform duties undertaken by him in these contract documents or this agreement.

15) Preparation of Record Drawings

The Engineer shall prepare a set of record drawings in accordance with the Engineering Guidelines for Professional Engineering Services and Development described in Section I.E.

16) Manuals

The Engineer shall furnish operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, and adjusting and balancing); and training personnel for operation and maintenance.

17) Supplementary Duties

The duties and responsibilities of the Engineer during the construction administration and inspection phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

18) Completion Time

The construction administration and inspection phase shall be completed by **December 31, 2025**.

SECTION III. CITY'S RESPONSIBILITIES

A. FURNISH REQUIREMENTS AND LIMITATIONS

Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

B. FURNISH INFORMATION

Assist the Engineer by placing at the Engineer's disposal all available information reasonably known to and in possession of the City.

C. REVIEW DOCUMENTS

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer.

D. OBTAIN APPROVALS AND PERMITS

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

E. ACCOUNTING, LEGAL AND INSURANCE SERVICE

Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such auditing service as the City may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract, and such inspection services as the City may require to ascertain that the contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

F. NOTIFY THE ENGINEER OF DEFECTS OR DEVELOPMENT

Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the contractor(s).

G. COSTS OF THE CITY'S RESPONSIBILITIES

Bear all costs incidental to compliance with the requirements of this Section III.

SECTION IV. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS

The City and the Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this agreement; the Engineer shall not assign, sublet, or transfer their respective interests in this agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Engineer.

B. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work product developed by the Engineer in connection with this Project shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Engineer by the City on extensions of this Project or any other Project without written permission of the Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.

C. ESTIMATES OF COST (COST OPINION)

Estimates of construction cost provided are to be made on the basis of the Engineer's experience, qualifications and the best of their professional judgment, but the Engineer does not guarantee the accuracy of such estimates as compared to the contractor's bids or the Project construction cost.

D. INSURANCE

1) Engineer shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota:

a) Workers' compensation insurance in accordance with the laws of the State of Minnesota.

b) Commercial General 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" provision may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.

c) Professional Liability Insurance in an amount not less than **$1,500,000** Single Limit; provided further that in the event the professional liability insurance is in the form of "claims made," insurance, Engineer hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage ; and in event of any change, Engineer agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of 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.

d) **City of Duluth shall be named as Additional Insured** under the Commercial General and Automobile Liability Policies. Engineer shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Engineer 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 Engineer's interests and liabilities.

2) Certificates showing that Engineer 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.

3) 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 Engineer.

4) The certificates shall provide that the policies shall not be cancelled during the life of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.

5) Except as provided for in Section IV.D.1.d) above, Engineer hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section IV or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section IV.D 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.

E. HOLD HARMLESS

To the fullest extent permitted by law, Engineer agrees that it shall indemnify and hold harmless the City, its officers, employees, and agents, past or present, from and against any and all claims including but not limited to claims for contribution or indemnity, demands, suits, judgments, costs, and expenses (including attorneys' fees and incurred defense costs) asserted by itself or any person or persons including agents or employees of the City of Duluth or Engineer by reason of death or injury to person or persons or the loss or damage to property to the extent attributable to, or by reason of, any act, omission, operation or work of Engineer or its employees while engaged in the execution or performance of services under this Agreement. Said obligations to indemnify and hold harmless shall include, but not be limited to the obligation to indemnify and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of Engineer, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Engineer, its employees, or its agents, and any other source of liability. Said obligations to indemnify and hold harmless shall be triggered upon the assertion of a claim for damages against City. Engineer shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the sole negligent or intentional acts or omission of the City

unless Engineer should fail to comply with its insurance obligations in this contract to the detriment of City, in which case Engineer shall indemnify, defend, and hold harmless the City for any and all amounts except amounts attributed to intentional, willful or wanton acts of the City.

This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Engineer. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.
Engineer understands this provision may affect its rights and may shift liability.

Engineer shall hold and save the City, its officers, employees, representatives and agents, and the Architect, harmless from liability of any nature or kind, including costs and expenses and reasonable attorney's fees and incurred defense costs to the extent attributable to Engineer's intellectual property infringement of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

Nothing herein is intended to impose an obligation on Engineer that is void and unenforceable under Minnesota Statutes Section 604.21.

F. TERMINATION

1) This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days' prior written notice (delivered by certified mail, return receipt requested) of intent to terminate.

2) This agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Engineer is given (1) not less than fifteen (15) calendar days' prior written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the City prior to termination.

3) Upon receipt of a notice of intent to terminate from the City pursuant to this agreement, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Engineer in performing this agreement, whether completed or in process.

4) Upon termination pursuant to this agreement, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

G. LAWS, RULES AND REGULATIONS

The Engineer agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, State of Minnesota, the City of Duluth and their respective agencies and instrumentalities which are applicable to the work and services to be performed hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this agreement shall be construed to make the Engineer an employee or partner of the City. The Engineer shall at all times hereunder be construed to be an independent

contractor.

I. FEDERAL FUNDING

If Federal Funds (i.e. HUD, FEMA, Revenue Sharing) are utilized as a source of Project funding, the Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

J. AMENDMENT OF AGREEMENT

This agreement shall be amended or supplemented only in writing and executed by both parties hereto.

K. WAIVER OF CLAIM

The Engineer waives the right to make any claim whatsoever against any officer, agent or employee of the City for, or on account of, anything done, or omitted to be done, in connection with the drafting or ratification of this contract. In addition, if it is determined that this contract was not drafted or ratified in conformity with Minnesota or federal law, or City of Duluth ordinance or charter provisions, or if the contract includes obligations that are void as to Minnesota or federal law or City of Duluth ordinance or charter provisions, the Engineer agrees to raise no defense and make no claim against the City on the basis of ratification, laches, estoppel, or implied contract. **The Engineer understands this provision may affect its rights and may shift liability and specifically agrees to the same.**

SECTION V. PAYMENT

A. BASIS OF BILLING

City shall pay the Engineer based on hourly rates for all services rendered under Section II Phases A through G, an amount not to exceed the amount in Section V.C, including any and all Project-related expenses such as travel, reproduction of reports and drawings, tolls, mileage, etc. For the purposes of this agreement, the principals and employees of the Engineer and their hourly rates are set forth in Exhibit A.

B. PAYMENT FOR WORK COMPLETED

1) Monthly progress payments may be requested by the Engineer for work satisfactorily completed and shall be made by the City to the Engineer as soon as practicable upon submission of statements requesting payment by the Engineer to the City. When such progress payments are made, the City may withhold up to five percent (5%) of the vouchered amount until satisfactory completion by the Engineer of all work and services within a phase called for under this agreement. When the City determines that the work under this agreement for any specified phase hereunder is substantially complete, it shall release to the Engineer any retainage held for that phase.

2) No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Engineer under this agreement without the prior authorization of the City. These estimates have been prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the City.

3) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this agreement, and as a condition precedent thereto, the Engineer shall execute and

deliver to the City a release of all claims against the City arising under or by virtue of this agreement.

4) In the event of termination by City under Section IV.F., upon the completion of any phase of the Basic Services, progress payments due Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Engineer to render Basic Services, and paid for services rendered during that phase on the basis of hourly rates defined in Exhibit A of this agreement for services rendered during that phase to date of termination by Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Engineer will be paid for all unpaid additional services plus all termination expenses. Termination expenses mean additional expenses directly attributable to termination, which, if termination is at City's convenience, shall include an amount computed as a percentage of total compensation for basic services earned by Engineer to the date of termination as follows: 10% of the difference between the amount which the Engineer has earned computed as described in paragraphs A and B of this section and the maximum payment amount described in paragraph C of this section. The above applies only if termination is for reasons other than the fault of the Engineer.

C. TOTAL NOT TO EXCEED:

All payments under this Contract are not to exceed **Two Million, Fifty-Three Thousand, Six Hundred Ninety and 00/100 Dollars** ($**2,053,690.00**).

SECTION VI. SPECIAL PROVISIONS

The following exhibits are attached to and made part of this agreement:

1) Exhibit A, Engineer's Hourly Rates
2) Exhibit B**,** Engineer's Proposal

In the event of a conflict between the agreement and any Exhibit, the terms of the Agreement will be controlling.

SECTION VII. 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

LHB, INC.

By: _____

Its: _____
Title of Representative

Date: _____

EXHIBIT A

24-99668 RFP for Construction Administration for 2025 Lead Water Service Replacement Projects

WORK PLAN

COST PROPOSAL

		LHB Project Management					LHB Inspection (Bid Packages 1 & 2)			MSA Inspection (Bid Packages 3 & 4)						
		Matt Settergren	Adam Besse	Kaitlyn Stublic	Tom Pavick	Jill Van Kessel	Tom Pavick	Derek M./ Drew E.	Trent Elwood	Phil Lockett	Cory W./ Connor J.	Noah Schaeffer				
Work Task	**Task Description**	**Principal/ Quality Mgr**	**Project Manager**	**Project Engineer**	**Survey Chief**	**Admin.**	**Chief Inspector 1**	**Inspectors 1 & 2**	**Asst. Inspector 1**	**Chief Inspector 2**	**Inspectors 3 & 4**	**Asst. Inspector 2**	**Total Hours**	**Labor Total**	**Expenses Total**	**Total Cost Per**
	General Project Requirements															
	2025 Construction Season: 4/15/25 through 10/17/25 (27 Weeks | 1620 hrs)															
1.00	**Constructin Administration (Assume 27 weeks)**															
1.01	Project Management, Coordination, Invoicing, Etc.	12	36			12							60	$ 11,244	$ -	$ 11,244
1.02	Preconstruction Meeting		6	4		4	2	2	2	2	2	2	26	$ 3,812	$ -	$ 3,812
1.03	Project Setup, Plan and Shop Drawing Review		8	16	24	8	4	4	2	4	4	4	78	$ 11,472	$ -	$ 11,472
2.00	**Inspection / On-Site Observation (Assume 27 weeks and 6 days per week and 10 hrs per day)**															
2.01	Engineer Regular Hours		600	1020									1620	$ 311,700	$ -	$ 311,700
2.02	Chief Inspector Regular Hours (Assumes 2 staff as noted in the RFP)						1620			1620			3240	$ 494,100	$ -	$ 494,100
2.03	Inspector Regular Hours (Assumes 4 staff as noted in the RFP)							3240			3240		6480	$ 842,400	$ -	$ 842,400
2.04	Asst. Inspector Regular Hours (Assumes 2 staff as noted in the RFP)								1620			1620	3240	$ 278,640	$ -	$ 278,640
2.05	Final Punchlist (Walk Through)		8	24		4	16			16			68	$ 11,328	$ -	$ 11,328
2.06	Weekly Meetings & Minutes (Assumed Covered Under Regular Inspection Hours Unless Indicated Otherwise)															
2.07	One-Year Warranty Inspection			36		4							40	$ 7,028	$ -	$ 7,028
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														$ 64,000	$ 64,000
4.02	On Site Construction Vehicle														$ 17,366	$ 17,366
4.03	Misc. Inspection Supplies / Other														$ 600	$ 600
	Total Hours	12	658	1100	24	32	1642	3246	1624	1642	3246	1626	14852	$ 1,831,888	$ 81,966	$ 1,913,854
	Hourly Rate	$ 230	$ 205	$ 185	$ 140	$ 92	$ 140	$ 130	$ 86	$ 165	$ 130	$ 86				
	Total Cost(s)	**$ 2,760**	**$ 134,890**	**$ 203,500**	**$ 3,360**	**$ 2,944**	**$ 229,880**	**$ 421,980**	**$ 139,664**	**$ 270,930**	**$ 421,980**	**$ 139,836**		**$ 1,971,724**	**$ 81,966**	**$ 2,053,690**

EXHIBIT B

CONSTRUCTION ADMINISTRATION FOR 2025 LEAD WATER SERVICE REPLACEMENT PROJECTS

SOLICITATION #24-99668

CITY OF DULUTH

October 10, 2024

LHB

MSA

October 10, 2024

Brad Scott, PE
Senior Engineer
City of Duluth Engineering
City Hall, Room 230
411 West 1st Street
Duluth, MN 55802-1191

bscott@duluthmn.gov

RE: #24-99668 CONSTRUCTION ADMINISTRATION FOR 2025 LEAD WATER SERVICE REPLACEMENT PROJECTS

The success of the City's robust lead service line replacement (LSLR) construction projects will require an efficient and refined construction administration team who can provide a detailed, organized, coordinated approach. We have developed a team to provide just that.

Building upon the foundational knowledge of the City's LSLR delivery needs, acquired through successful completion of past lead assessment projects, we have packaged LHB's LSLR project and design management expertise with the top construction administration teams from LHB and MSA Professionals. We believe this partnership will provide the City with a well-rounded roster, ready to drive successful delivery of your LSLR projects through construction. In addition, we are excited to share that we have developed a process which will streamline the construction of these projects for the City and improve your data collection for future records. We are confident in our team's ability to begin without delay and effectively manage the construction process from start to finish. The following are some of the advantages you gain with our team:

Alleviate Stress on Your Staff with Strong Project Management

Our approach is built on strong project management which will ensure seamless coordination among teams, and clear communication with contractors. Adam Besse will serve as the Project Manager with Kaitlyn Stublic as Project Engineer. Both Adam and Kaitlyn will provide support through all phases of the project. Adam will be onsite to oversee the project's early development and Kaitlyn will become more involved as the project gains momentum. This collaborative approach, with two engineers actively involved, will safeguard that the City has enhanced resources available to address any issues that may arise.

We are well-versed in the City's standards, which allows us to maintain accuracy in all data collected throughout the project. LHB has provided construction administration for road and utility improvements throughout the City of Duluth, while MSA has supervised the replacement of lead service lines in multiple Duluth neighborhoods - most recently providing construction administration for LSLR in the Gary neighborhood. Our team understands the types of challenges that may occur, and how to collaborate with the contractors, the City, and stakeholders to address them.

Improve Construction Quality & Delivery Using Experienced Construction Administrators

Tom Pavick (LHB) and Phil Lockett (MSA) will lead the construction administration teams. They work regularly with City of Duluth standards and staff, so they know what information is needed for daily logs, change orders, etc. Through consistent communication, your staff will know the project is being constructed correctly.

Streamline Processes for a Robust GIS System with Real-Time Data Collection

We understand the constraints the City faces regarding staff and budget. Our tailored strategy aims to keep the construction on task, improve data accuracy, and foster open communication, ensuring that you can trust the process without added worry. Our capability to apply GPS data from the field directly into the City's GIS system not only enhances precision but also saves valuable time, facilitating better decision-making.

Our firms have come together specifically for this project as a result of our collective expertise in LSLR inspections and our commitment to enhancing project efficiency. We believe our innovative methods for gathering and managing accurate data will significantly improve the City's GIS system, ultimately benefiting future projects.

Thank you for considering our proposal. We are eager to discuss how we can contribute to the success of the LSLR projects and ensure a smooth, efficient process for the City. We will check back with you to answer any questions you may have.

LHB, Inc.

Adam Besse, PE - Project Manager
Adam.Besse@LHBcorp.com
218.727.8446 x2849 | **m** 701.213.7865

Matt Settergren, PE - Project Principal
Matt.Settergren@LHBcorp.com
218.727.8446 x 2256 | **m** 218.341.3666

#24-99668 CONSTRUCTION ADMINISTRATION FOR 2025 LEAD WATER SERVICE REPLACEMENT PROJECTS

The City is requesting construction administration services for the replacement of lead water piping as part of its ongoing effort to eradicate lead service lines (LSLs) from the City's infrastructure. The City has applied for funding through the Minnesota Department of Health's Public Facilities Authority (PFA), which has been approved at both the state and federal levels for municipalities to use on both public and private water services. The specific funding for the 2025 construction work is currently being reviewed by the PFA and is expected to be approved in the fall of this year.

The proposed project consists of four construction bid packages, ranging from 270 to 500 service replacements each. The bid packages are divided into two scopes, which will be administered by a single project manager and two inspection teams. Each inspection team will consist of a chief inspector, two inspectors, and an assistant inspector. Consultants proposing on this RFP have the option to bid on one or both scopes of work.

In the interest of providing the best possible service to the City, and due to the size and schedule of the project, LHB is proposing a partnership with MSA Professional Services to deliver the full scope of the project. Our proposal is valid for both work packages.

We understand that finding the right partner is often the key to delivering a successful project. Our project team is enthusiastic about a continued partnership with the City to develop and implement the Citywide LSLR program. As part of the design team for the 2023 and 2024 LSLR Projects, LHB and MSA prepared construction drawings for the Lincoln Park, Hillside, and Gary/New Duluth neighborhoods. LHB continues to provide design services for the Fairmont and London Road LSLR projects, while MSA is currently providing inspection services for the Gary/New Duluth LSLR construction project. Our past experience with the LSLR program gives us a deep understanding of the City's goals and objectives, and we are confident we have assembled the right team to deliver a successful project outcome.

GOALS AND OBJECTIVES

The primary goals for the project, as stated in the RFP, include:

- Ensure compliance with the project Plans and Specifications.
- Provide experienced construction staff that can independently provide timely feedback and decision making for field changes and contractor questions.
- Accurately track and maintain construction documentation including quantities, measurements and as-built plans.
- Promote effective communication and collaboration with project stakeholders to facilitate successful completion of the project managing schedule and budget.

Our Construction Administrators have decades of experience with City of Duluth standards.

Construction Administration

Our team understands that the size and complexity of this project demand an experienced and well-organized construction management team to deliver a successful outcome. Key factors in achieving the City's objectives on schedule and within budget will include strong project management, effective data management, clear communication, and quick, accurate decision-making.

MSA is providing CA on the Gary LSLR project.

Project Management

LHB's project manager and project engineer have been closely involved with the design of several LSLR projects and possess a deep understanding of the City's LSLR Program, enabling us to get up to speed quickly. Our project management team will divide some of the responsibilities as shown in the RFP to ensure we are providing sufficient capacity to meet the City's expectations. Immediately upon award of the project, our engineering and inspection staff will begin reviewing the construction documents to ensure comprehensive knowledge. We will establish and ready our project and data management systems well ahead of the first day of construction.

After contractor selection, our experienced team will oversee and administer the contract(s), reducing the burden on city staff. Our services will include:

- Monitoring compliance with plans and specifications
- Serving as the principal point of contact with the contractor
- Liaising with property owners and stakeholders
- Interpreting contract provisions
- Reviewing shop drawings
- Processing change orders
- Preparing monthly progress payments
- Recommending adjustments to plans
- Ensuring adherence to schedules while maintaining high-quality standards

We understand that the City's RT Vision/One Office software is primarily being utilized for payment applications on the current CA Project; however, LHB's extensive experience using RT Vision on other City and County inspection projects enables us to leverage the full capabilities of the software. We will utilize the City's RT Vision/One Office, along with other project management software as necessary, to organize and document all project communications, including submittals, RFIs, SIs, CCDs, CORs, and payment applications, ensuring that a proper record is established and maintained throughout the project.

GIS Data Management

LHB will develop a new GIS Data Management Tool that utilizes our survey GPS equipment and ESRI Field Maps to collect as-built data, water service cards, field notes, construction photos, and quantity information from our inspectors in the field. This data will populate a GIS database compatible with the City's RT Vision/One Office software and GIS database. Managing our field data through GIS will enable efficient data organization, allowing information to be geographically tied to each address, and accessible to both the project team and city staff in real time. Furthermore, compatibility with the City's GIS database will facilitate the efficient transfer of data, significantly reducing the data processing time required by city staff at the end of the project.

1. GOALS AND OBJECTIVES CONT.

Communication and Stakeholder Engagement

A primary task for the project team is to establish and promote effective communication among all stakeholders, including residents, property owners, contractors, and city staff. This will begin with a well-run preconstruction meeting, where we will set expectations and establish a communications structure. We will review the contractor's schedule and ensure that proper property owner notification procedures are in place. Our team will conduct weekly meetings to ensure the schedule is progressing and that procedures agreed upon in the preconstruction meeting are being followed. We will provide daily updates to city staff to ensure that any risks to the project schedule and budget are managed appropriately.

We recognize that the City has limited resources to dedicate to this project and requires a partner capable of effectively responding to contractor questions and unforeseen conditions with minimal City oversight. Our project management staff has many years of experience designing and constructing municipal projects in the City of Duluth, as well as a deep understanding of the LSLR Project and the City's goals. This expertise will allow for quick and accurate decision-making, thereby reducing the burden on City resources and minimizing the potential for delays and unexpected costs.

Construction Inspection

Our field inspection team will consist of two inspection crews led by Phil Lockett from MSA and Tom Pavick from LHB. Each crew will include a chief inspector, two field inspectors, and an assistant inspector, as outlined in the RFP. Both chief inspectors bring many years of experience and familiarity with City staff and construction inspection on City of Duluth projects. The City can be assured that our inspection teams will benefit from consistent and steady leadership, ensuring that the quality of work aligns with city standards and expectations.

Prior to arriving on site and well in advance of the work commencing, our inspection teams will review the project plans and specifications to gain a comprehensive understanding of the work, standards, and expectations. Our team will also review all shop drawings and submittals in collaboration with our engineering staff to ensure alignment. Additionally, our inspectors will attend pre-construction meetings for each work scope and lead weekly construction meetings with each contractor to maintain consistent expectations throughout the project.

Work Planning

A successful project begins with a thoughtful and well-established plan. In addition to our weekly construction meetings, our inspection staff will meet daily with the contractors' foremen to ensure the work plan is executed effectively. Inspectors will verify that property owner notifications are timely, communicate material testing needs, confirm that erosion control measures are in place and inspected, and establish work limits and access for the day. Neighborhood outreach is crucial; our team will collaborate with the contractor to implement a notification plan, communicating the work plan to property owners and addressing any concerns before construction begins. Additionally, our inspectors will coordinate all material testing, developing a detailed testing plan with the contractor and maintaining a log of required and completed tests, which will be reviewed daily by chief inspectors. Erosion control will adhere to the SWPPP for each project, with inspections conducted before any soil disturbance, and weekly reports generated for required inspections. Our inspectors will also monitor and control restoration quantities, clearly marking removal limits and communicating any deviations for approval before work commences. Finally, we will review traffic and pedestrian control measures daily to ensure reasonable access for property owners and residents during construction, with advance notifications of any temporary access restrictions. These daily planning sessions will foster effective communication and monitoring throughout the project.

Our team has experienced construction administrators.

Construction Inspection

Our team will provide full-time construction inspection for the duration of the project to ensure consistency and quality while documenting the work. Inspectors will monitor construction progress and verify that all activities align with the construction documents and city standards.

Key responsibilities include:

- Monitor construction progress and review against the contractor's schedule.
- Monitor construction activities for adherence with the documents and standards.
- Measure and document quantities.
- Prepare inspection notes.
- Photograph critical stages of the work.
- Prepare water service cards.
- Prepare Monthly Progress Payments.
- Collect as-built surveys.

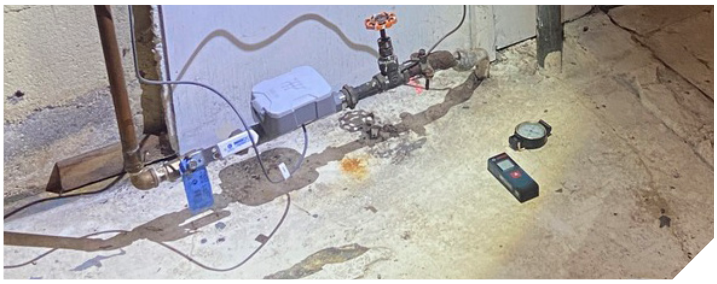
All data will be digitally documented in daily and weekly inspection logs. Additionally, daily inspection logs will be summarized in a daily progress email to city staff.

Each of our inspectors will be equipped with GPS survey equipment to accurately document the as-built conditions of every service installation. By leveraging our GIS Data Management Tool, the collected as-built survey points will be seamlessly transformed into detailed as-built mapping within Field Maps. This process allows for real-time visibility of the project status, ensuring that both our project team and city staff have immediate access to the most up-to-date information. This integration boosts collaboration and supports better decision-making throughout the project.

Project Closeout

Our inspection and engineering staff will conduct final inspections of all work and maintain a project punch list to document any incomplete or non-conforming items that need resolution prior to the final completion of the project. The inspection team will keep a record of all corrections made. Additionally, our team will perform a one-year warranty inspection to identify any warranty work that needs to be addressed before the expiration of the contractor's warranty.

These projects generate a large volume of data and documentation, making document management quite complex. LHB's GIS Data Management Tool will ensure the seamless transmission of project data throughout the duration of the project. At the conclusion of the project, all files and information collected will be transmitted to the City in accordance with the requirements outlined in the RFP.



LHB - 2023 & 2024 LEAD WATER SERVICE REPLACEMENT, LINCOLN PARK, FAIRMONT, LONDON ROAD

City of Duluth | Duluth, MN

Contaminated water from lead pipes plagues households and businesses throughout the City of Duluth. Duluth has an estimated 10,700 water service lines made of lead pipes. To replace all these lines, the City of Duluth has set out to inspect and replace 500 to 1,000 lines every year until all lead is eradicated from the City's water supply network. The City applied for funding via the Minnesota Department of Health Public Facilities Authority (PFA), which is part of the larger federal aid assistance coming to the state of Minnesota. Approximately 1,000 services were identified to be replaced during 2023. These were subdivided into four separate projects, replacing up to 250 services per project, to ensure biddability by available contractors. LHB was selected to inspect 250 more lines in Lincoln Park, 500 in Fairmont for 2024, and 50 on London Road for 2024.

The primary goals for the project included improved safety and community health by removing and replacing existing active lead water services; developing a plan with the City to communicate and work effectively with property owners, homeowners, and renters; document the service location and configuration to prepare the construction documents; and facilitate construction.

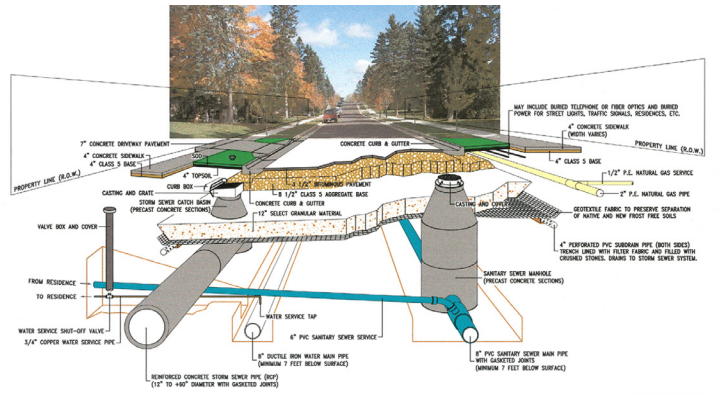
LHB was awarded one of the four project scopes for the 2023 project and prepared construction documents along with three other consultants. LHB's scope was unique in that it was the only scope of the four that required all open excavation replacements. Site constraints such as steep grades, non-typical site features, and retaining walls made the design challenging. The inspection team conducted detailed inspection of the interior and exterior of each home to provide the design team with sufficient information to design the service installation and surface restoration from the street to the connection point inside the home. In the end, the LHB design team assisted the City in developing a construction package that dealt with the unique challenges while minimizing costs.

MSA - ONGOING DULUTH LEAD SERVICE LINE INVENTORY & REPLACEMENT

City of Duluth | 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.

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.



LHB street reconstruction visualization developed early in the SIP program and re-used frequently to communicate the issues and attributes of a typical street project.

LHB - RESIDENTIAL STREETS

City of Duluth | Duluth, MN

LHB has provided surveying, design, staking, and construction inspection services since the beginning of the Duluth City Streets Improvement Program (SIP) in 1994. Our project experience includes design work for over 100 public streets in Duluth for street, structural, bridge, sanitary sewer, water, and storm sewer construction. We are proud of our long track record of successful projects that include the reconstruction of Glenwood, Oxford, and Hawthorne Road (from Superior Street to Vermilion Road), Vermilion Road (from Hawthorne to St. Marie Street) and St. Marie Street (from Vermilion Road to Wallace Street) among many others.

Our design philosophy when working on City projects has always been to view ourselves as an extension of city staff and resources. Our history serving the City is long, and ensures that our staff is well versed in the City's practices and processes. We are efficient and timely in identifying issues and our working understanding of the City's resources and information means we know how to quickly drive to a solution that meets the City's needs and addresses the project situation.

Much of our street design experience is also rooted in the requirements of State Aid projects, and we are similarly well versed in the standards and rules that apply to projects of this type. We will work early in the design to identify any potential project attributes that vary from State Aid standards and will identify variances or design exception needs as well as verify that all submittals and required forms are vetted through a rigorous QA/QC process.

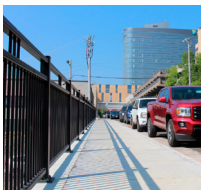
Oxford, Livingston, Glenwood (pictured) reconstruction included 5,200 ft of water main, 6,500 ft of storm sewer, and 110 drainage structures.

LHB - WEST MEDICAL DISTRICT INFRASTRUCTURE

Essentia Health/City of Duluth/Mn Power | Duluth, MN

As part of the construction of Essentia Health's new Vision Northland campus expansion, LHB designed the reconstruction and provided construction inspection for Second Street between 4th and 6th Avenues East, 4th Avenue East from Superior Street to Second Street, and 1st Street beneath Vision Northland. The project consisted of traffic coordination, utility replacement, paving replacement and related work. Second Street construction was completed at the end of 2021.

Reconstructing 1st Street beneath the new Vision Northland building consisted of replacing an existing stone retaining wall on 1st Street with a new cast-in-place concrete retaining wall, water main and utility replacement, sanitary sewer improvements including CIPP lining and services, storm sewer, ADA improvement, bituminous mill and overlay, and new bituminous pavement on the 1st Street Alley.



Features of the project design included:

- Demolishing the existing retaining wall on the lower side of 1st Street between 6th Avenue East and the easterly line of the project and constructing a new retaining wall sufficient to support the street.
- Reconstructing the sidewalk, driveway aprons, curb and gutter, and street section.
- Installing new storm sewer and connecting new storm sewer to the existing system.
- Installing a code-compliant railing system along the top of the retaining wall.
- Installing new parking meters within the project limits.
- Replacing all street signs and pavement markings.
- Replacing existing water mains.
- Relocation and reconnection of non-city private utilities disrupted by the construction.
- Pavements were reconstructed using a combination of mill and overlay and full depth pavement replacement.
- New section of 6th Ave. E. between 1st and 2nd St. was designed, including a retaining wall system to lower existing grade to pavement grade.

LHB - WATERMAIN & SANITARY SEWER

City of Grand Marais | Grand Marais, MN

The City of Grand Marais hired LHB to design water and sanitary sewer utilities to replace their existing system within the construction limits beneath MnDOT's Reconstruction of TH 61. Existing water consisted of old cast iron water main and sanitary consisted of vitrified clay pipe. The City elected to replace water and sanitary main within the footprint of MnDOT's project due the condition of the systems, and to have its utility work bid and built as part of the MnDOT project. LHB prepared the proposed utility design in accordance with MnDOT's plan standards including a Schedule of Quantities, utility tabulations, utility removal plans, proposed water and sanitary sewer plan and profile sheets, temporary water plans, and construction details.

LHB worked closely with MnDOT and city staff to coordinate the work. The project was phased between two construction seasons and required temporary connections to bridge the phase breaks for the utilities. The plans were prepared in MicroStation and utilized GEOPAK and this allowed for seamless coordination between the roadway, grading plans and the City design. Since Grand Marais is a smaller municipality and doesn't maintain its own utility specification or details, LHB utilized the City of Duluth's Construction Specifications for the utility design and adapted those to the MnDOT plan structure and pay item requirements.

LHB - 1ST AVE. E. SUPERIOR ST. TO THIRD ST.

City of Duluth | Duluth, MN

The reconstruction of 1st Avenue East between Superior Street and 3rd Street consisted of full-depth bituminous pavement roadway reconstruction; concrete pavement construction at intersections; new concrete curb and ADA compliant walks; street lighting, and utility work including watermain reconstruction and storm sewer replacement; as well as new steam and hot water line connections from Superior Street to create a backup service loop for Essentia Health and serve the Zenith DCHS (Old Central) Apartments. Construction was coordinated between Northland Constructors and Kraus Anderson so KA's access to the construction site of Zenith DCHS was minimally interrupted. Construction was also coordinated with Ulland Brothers who replaced the bituminous overlay over the new steam line and hot water line from 1st Ave E to Lake Ave on Third Street. The project required temporary watermain service, new hot water heating system, replacing existing steam line, storm sewer, and daily construction administration for the project.

LHB - EAST THIRD STREET RECONDITIONING

City of Duluth | Duluth, MN

LHB provided design and construction administration services for the reconditioning project of East Third Street, from 12th Avenue East to Mesaba Avenue. Construction began in the late summer of 2023. Street work included bituminous milling, bituminous paving, concrete pavement repairs, spot driveway replacement, storm improvements, spot curb and gutter replacement, pedestrian ramps, utility coordination, sidewalk extensions, turf establishment, and striping. A traffic study and signal justification report were created. Of the seven signalized intersections in the corridor, the project involved replacing six of the signal systems along East Third Street (6th Ave. E., 5th Ave. E., 3rd Ave. E., 1st Ave. E., Lake Ave., and 4th Ave. W.).

MSA - LEAD WATER SERVICE REPLACEMENT

City of Duluth | 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. Using GIS 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.

MSA - WATER SERVICE LINE INVENTORY AND REPLACEMENT, MORGAN PARK

City of Duluth | 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. We have replaced dozens of lead water service lines during many of the City SIP projects we have completed. Under the direction of Jon Loye, Wil Taylor and Phil Lockett, the City has implemented replacement of lead service lines in the Morgan Park neighborhood. The Morgan Park project involved the complete relocation of all 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). The reconstruction of the water main and services required the homes to be re-plumbed in the basement so the water line could enter the front (street side) of the home. MSA employees coordinated a site visit for each house in Morgan Park to review and determine the best location of new service lines. This project marks the largest utility replacement project the City of Duluth has ever embarked upon at one time.

MSA - SP 6910-112 RIVERWEST DRIVE

City of Duluth | Duluth, MN

Riverwest Drive, formerly referred to as Kayak Bay Drive during project planning, is a new City street that provides access to mixed-use residential and commercial development between the St. Louis River and Minnesota Trunk Highway 23 (Grand Avenue) on the west side of Duluth. The project features a new signalized intersection at Grand Avenue (TH 23) and an at-grade crossing of the Munger Trail. Railroad coordination was required to complete underground utility crossing of an active BNSF rail spur. Additionally, the project includes construction of new water main, sanitary sewer, storm sewer, and gas facilities for the urban street section. The project was funded through a wide range of sources, including Transportation Economic Development funds, and City of Duluth funding.

MSA - EAST SECOND STREET

City of Duluth | Duluth, MN

In conjunction with a $1 billion dollar medical district construction project in the City of Duluth, this project involved major renovations at the two hospitals in the area. This project was an urban street reconstruction that included the installation of a new 20-inch water main with services, street design and layout, coordination with the City's gas engineers and Duluth Energy systems (hot water heating loop replacement) as well as two years of construction effort, all coordinated with the reconstruction of St. Luke's Hospital. Additional details of this project included the replacement of City-owned, water main, sanitary sewer, storm sewer, and hot water systems. It also reconstructed sidewalk infrastructure to provide a durable transportation corridor that will continue to serve its planned purpose, with reduced maintenance, and improved safety for all.

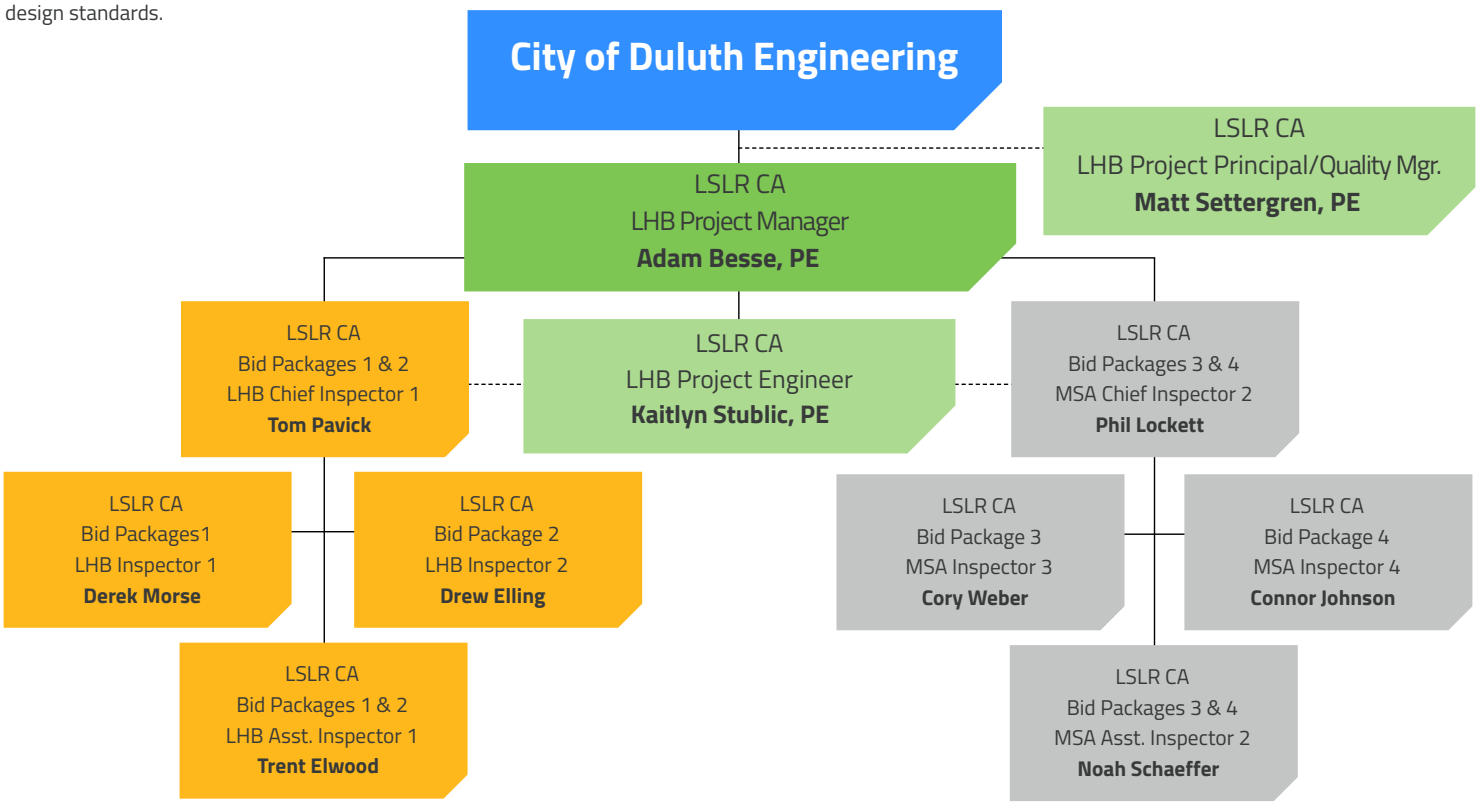
MSA - 2024 STREET PRESERVATION PROJECT

City of Duluth | Duluth, MN

MSA is providing design and construction services for the 2024 Street Preservation Project which includes rehabilitation of nearly 14 miles of residential and Municipal State Aid streets in 70 locations. The street improvements consist of removal and replacement of damaged curb, mill and overlay of bituminous pavement, full depth pavement reclamation, bituminous paving, storm structure repairs, new storm sewer piping and structures, ADA pedestrian ramp and sidewalk improvements, grading, spot utility repairs, and restoration. The projects span 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.

3. PERSONNEL

This proposed team of highly-qualified professional staff will bring a great deal of value to your project. As Project Principal and Quality Manager, LHB's **Matt Settergren** will be a valuable resource for issues in assuring client satisfaction and assuring the resources of LHB and MSA are available. Matt will provide overall quality assurance, ensuring consistency, and adherence to your standards throughout the project. LHB's **Adam Besse** will serve as Project Manager. Adam has extensive experience in construction administration for utility design, and has working knowledge of Duluth's design standards and protocols from his experience on the Lead Service Line inspections and various street and utility replacement projects. Adam and Project Engineer **Kaitlyn Stublic** will provide constant support throughout the project. Adam will be on-site to guide the early project stages and work with Kaitlyn as the project progresses. This dual-engineer approach will enhance the City's resources, allowing for effective management of any issues that may arise. **Tom Pavick** and **Phil Lockett,** have decades of construction administration experience as Chief Inspectors overseeing successful City of Duluth road and utility projects. Our entire team know and have used City of Duluth design standards.



ADAM BESSE PE

LHB Project Manager

Adam has a combined 18 years of experience on construction and engineering projects, specializing in site and municipal design. His design skills include site grading, sanitary sewer conveyance, water distribution systems, site drainage, stormwater control and treatment systems, and roadway design. Adam is also experienced in construction administration, and construction site review. Adam has been responsible for civil engineering design, construction drawing development and review, technical specifications development and review, construction cost estimating, construction administrations and construction inspections.

Relevant Project Experience

CITY OF DULUTH

Lead Water Service Replacement, Fairmont

Lead Water Service Replacement, Lincoln Hillside

Lead Water Service Replacement

Superior Street Reconstruction

Raleigh Street Reconstruction

REGISTRATIONS

Licensed Professional Engineer in Illinois, Kansas, Michigan, Minnesota, Missouri, and Wisconsin

AFFILIATION

Minnesota Surveyors and Engineers Society (MSES)
American Public Works Association (APWA)

EDUCATION

Bachelor of Science, Civil Engineering
University of North Dakota

KAITLYN STUBLIC PE

LHB Project Engineer

With over a decade of experience, Kaitlyn has a demonstrated history of working in the civil engineering industry including vast experience in local, state, and federal permitting. She is skilled in site design, stormwater management, utility infrastructure, soil erosion, and sedimentation control. Her credentials include a Bachelor's of Science in Civil and Environmental Engineering from the University of Wisconsin-Madison, and a Master's of Science focused in Engineering Management from the University of Texas at Austin.

Relevant Project Experience

CITY OF DULUTH

Lead Service Replacement, Fairmont

Lead Service Replacement, Lincoln

Lead Service Replacement, London Road

Lakewalk Final Design

TRUE NORTH GOODWILL | DULUTH, MN

Resource Training Center

ONE ROOF COMMUNITY HOUSING | DULUTH, MN

Brae View Housing

REGISTRATIONS

Licensed Professional Engineer in Minnesota, Connecticut, and New York

EDUCATION

Master of Science, Engineering Management, University of Texas at Austin
Bachelor of Science, Civil and Environmental Engineering, University of Wisconsin-Madison

3. PERSONNEL

MATT SETTERGREN PE

LHB Project Principal/Quality Mgr.

Matt believes honest communication is key to project success. He is direct, transparent, and open with clients and stakeholders regarding design challenges and opportunities. He believes that being collaborative, respectful, and receptive to feedback leads to the best solutions.

Matt has managed or been involved in many complex and award-winning projects across the Upper Midwest, from urban reconstructions and rural highway safety improvements to a US-Canada border crossing. He has extensive experience in design, construction administration, environmental documentation, feasibility reports, geometric design, hydraulic design, traffic control, and regulatory permitting.

Matt serves as the Vice President of Public Works, Structures, and Survey. With over 15 years of diverse experience in design, construction administration, and project management, he has played an integral role in projects from the initial planning phases through design and construction. His relevant project experience includes:

Relevant Project Experience

CITY OF DULUTH

Lead Water Service Replacement, London Road

Lead Water Service Replacement, Fairmont

Duluth Junction/St. Marie W. College to Carver

6th Ave East Extension Design Services

REGISTRATIONS

Licensed Professional Engineer in Minnesota

AFFILIATIONS

Minnesota Society of Engineers and Surveyors (MSES)
American Council of Engineering Companies (ACEC/MN)

EDUCATION

BS Civil Engineering; University of North Dakota; Grand Forks, ND

RECOGNITION

ACEC/MN Grand Award, ACEC National Award, & 2023 APWA/MN Project of the Year for TH 61 Grand Marais Reconstruction

ACEC/MN Grand Award and ACEC National Award for TH 61 Grand Portage Reconstruction

TOM PAVICK

LHB Chief Inspector 1 - Bid Packages 1 & 2

As a Survey Coordinator and Chief Inspector at LHB, Tom has worked in the fields of land survey, civil design and inspection, and CAD drafting for over 20 years, with extensive experience as a Survey Crew Chief and Construction Inspector. Tom has served as a Chief Inspector on various City of Duluth street and utility projects over the years. Tom holds various MnDOT technician certifications, including Aggregate Production, Bituminous Street, Concrete Field, and Grading & Base.

Relevant Project Experience

CITY OF DULUTH

Lead Water Service Replacement, Fairmont

Lead Water Service Replacement, Lincoln Hillside

Lead Water Service Replacement

East Third Street Reconditioning

East 1st St & East 1st St Alley Reconstruction

1st Ave. E. from Superior St. to 3rd St

6th Ave. East Extension Design

Lakewalk and Brighton Beach

21st Avenue East Reconstruction

ST. LOUIS COUNTY | DULUTH, MN

Woodland Avenue Snively to Northfield Reconstruction Construction Administration

CERTIFICATIONS & ACCREDITATIONS

CST (Certified Survey Technician - NSPS) Level III

MnDOT Aggregate Production

MnDOT Aggregate Production

MnDOT Bituminous Street

MnDOT Concrete Field I & II

MnDOT Grading & Base I & II

MEA OQ ASME AOC Abnormal Operating Conditions

MEA OQ ASME 1291 Locate Underground Pipelines

MEA OQ ASME 1301 Install and Maintain Pipeline Markers

Veriforce OQ 909 Data Collection for As-Built Pipe Location Documentation

DEREK MORSE

LHB Inspector 1 - Bid Package 1

Derek has 20 years of experience ensuring compliance with design, safety regulations, and quality standards in various construction projects. Proficient in conducting inspections, Derek identifies potential issues, and collaborates with contractors and project managers to implement solutions. He had a strong knowledge of Duluth standards and methods. He has excellent communication and problem-solving skills, with a proven ability to manage multiple projects simultaneously. Committed to promoting safety and efficiency on-site, Derek ensures projects are completed on time and within budget.

Relevant Project Experience

CITY OF DULUTH
2005 SIP Woodland South 2 | Duluth, MN

ST. LOUIS COUNTY | DULUTH, MN
Woodland Avenue Snively to Northfield Reconstruction Construction Administration

CERTIFICATIONS

MnDOT Grading & Base Levels 1 & 2

MnDOT Aggregate Production

CST (Certified Survey Technician - NSPS) Level III

CCCA (Certified Construction Contract Administrator - CSI)

EDUCATION

Associate of Applied Science (AAS), Lake Superior College (LSC), Duluth, MN

DREW ELLING

LHB Inspector 2 - Bid Package 2

Drew's impeccable organizational and communication abilities stem from his years of previous experience working as an Operations Manager overseeing employees and processing merchandise. He has applied these skills in his work overseeing construction for mining, pulp and paper, and transportation projects.

Relevant Project Experience

ST. LOUIS COUNTY | THROUGHOUT ST. LOUIS COUNTY

Construction Administration for Bundled Bridge 136, 631, 844, 872, 147, 159, 138, 760, 602, 214, 649, 97, 842, 918, 288, 187, 695, and 130

CITY OF HERMANTOWN | HERMANTOWN, MN

Rocky Run Creek Bridge 7724

CERTIFICATIONS

MnDOT Certified in Grading & Base,

MnDOT Concrete Field 1 & 2,

MnDOT Bridge Construction Inspection Certification

MnDOT Aggregate Production

Mine Safety & Health Administration (MSHA), Concrete Field Testing

Aerial Boomlift and Scissor Lift Operator

TRENT ELWOOD

LHB Asst. Inspector 1 - Bid Packages 1 & 2

As a member of LHB's Bridges and Structures group, Trent has served as a construction inspector on a variety of challenging road and bridge projects for cities and counties. His practical approach, attention to detail, technical skills, and communication prowess has served him well working with contractors, clients, and LHB's engineers. Trent's reliable on-site presence has played a critical role in assuring the success of projects being completed on time and within budget.

Relevant Project Experience

CITY OF DULUTH | DULUTH, MN

East Third Street Reconditioning, Construction Administrator

Brighton Beach Roadway, Construction Administrator

6th Avenue East Extension , Construction Administrator

St. Andrews Bridge L8514 Replacement over Tischer Creek, Construction Administrator

CERTIFICATIONS

MnDOT Grading & Base Levels 1 & 2

MnDOT Aggregate Production

EDUCATION

Pursuing Bachelor of Science Degree in Civil Engineering, University of Minnesota-Duluth

3. PERSONNEL

PHIL LOCKETT

MSA Chief Inspector 2 - Bid Packages 3 & 4

Phil 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 inspection of homes and water services on past lead service line replacement projects.

Relevant Project Experience

CITY OF DULUTH | DULUTH, MN

Morgan Park Phase 1, 2 & 3 Sewer Design

Citywide Lead Service Replacement (Gary, New Duluth, Hillside Neighborhoods)

East 2nd Street Reconstruction

East Interceptor SSO

Lift Station No. 8

Duluth Street Improvement Program Lakeside Central

TWIN LAKES TOWNSHIP | TWIN LAKES, MN

REGISTRATION & ACCREDITATIONS

City of Duluth HDPE Pipe Fusion

MnDOT Aggregate Production Tester

MnDOT Bituminous Street Inspector & Concrete Field Inspector

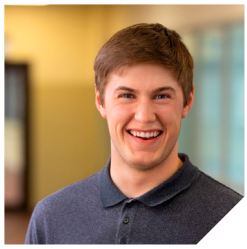
MnDOT Grading and Base Inspector/Tester

MnDOT Concrete Field Inspector/Tester

University of Minnesota Erosion and Stormwater Management

EDUCATION

Bachelor of Science, Geology and Environmental Hydrology, University of Minnesota-Duluth



CORY WEBER SWPPP

MSA Inspector 3 - Bid Package 3

Cory's engineering and construction experience includes construction observation, preparing and reviewing documentation including site plans, utility plans, roadway layouts, stormwater systems, and other construction components as part of civil engineering projects. Cory has worked as a construction inspector on City of Duluth projects and is familiar with the Engineering Guidelines and expectations for construction observation within the City of Duluth.

Relevant Project Experience

CITY OF DULUTH

2024 Street Improvement Project

Citywide Lead Service Replacement (Gary and Hillside Neighborhoods)

Lakewood Water Treatment Plant Standby Power Design

REGISTRATIONS & ACCREDITATIONS

City of Duluth HDPE Pipe Fusion

MnDOT Aggregate Production Tester

MnDOT Bituminous Street Inspector & Concrete Field Inspector

MnDOT Grading and Base Inspector/Tester

MnDOT Concrete Field Inspector/Tester

University of Minnesota Erosion and Stormwater Design and Installer (SWPPP)

EDUCATION

Bachelor of Science, Civil Engineering, University of Minnesota-Duluth

CONNOR JOHNSON SWPPP

MSA Inspector 4 - Bid Package 4

Connor's engineering experience includes construction management, construction observation, and preparing and reviewing documentation in various project phases, including site plans, utility plans, roadway layouts, stormwater systems, and other construction components as part of civil engineering projects. He has also developed design sketches, electronic models, diagrams, and other visual formats. Connor has worked as a construction inspector on City of Duluth projects and is familiar with the Engineering Guidelines and expectations for construction observation within the City of Duluth.

Relevant Project Experience

CITY OF DULUTH | DULUTH, MN

Citywide Lead Service Replacement, Gary and New Duluth neighborhoods (construction)

Citywide Lead Service Replacement, Hillside neighborhood (design)

Lakewood Water Treatment Plant Standby Power Design, Duluth, MN

ACCREDITATIONS

City of Duluth HDPE Pipe Fusion

ACI Concrete Tester | EM 2001 Construction Site Management

MnDOT Aggregate Production Tester

MnDOT Bituminous Street Inspector & Concrete Field Inspector

MnDOT Grading and Base Inspector/Tester

MnDOT Concrete Field Inspector/Tester

University of Minnesota Erosion and Stormwater Management (SWPPP)

OSHA 30-hour Construction Safety and Health

EDUCATION

Bachelor of Science, Construction Management, University of Wisconsin-Stout, minor in Business Administration

NOAH SCHAEFFER

MSA Asst. Inspector 2 - Bid Packages 3 & 4

Noah joined MSA in May 2024 and supports clients with design and construction administration. He worked on the Gary neighborhood lead replacement project and has become proficient in record keeping and observing and documenting construction progress. Noah will support inspectors with updating records, attending meetings, and filling out water service cards.

Relevant Project Experience

CITY OF DULUTH

2024 Gary Neighborhood Lead Project, Assistant Inspector, Duluth, MN

EDUCATION

Pursuing Bachelor of Science Degree in Civil Engineering, University of Minnesota-Duluth

4. WORK PLAN

TASK 1 CONSTRUCTION ADMINISTRATION

LHB/MSA	▪ Project Management – Plan, direct and coordinate efforts of the construction administration team. – Develop and maintain communications plan to promote effective communication and collaboration with the Contractor, residents, owners, public, and city staff. – Supervise and guide project staff. – Interpret and enforce contract provisions. – Interpret plans, specifications and design to maintain quality standards, scope, schedule, and budget. – Anticipate issues and recommend necessary adjustments to the plans and specifications. – Monitor the construction progress to ensure adherence to the project schedule. – Monitor performance to ensure adherence to project plans, specifications and quality standards. – Maintain rolling minutes and action item list for weekly meetings. – Develop, maintain and enforce Quality Management Plan (QMP) to ensure uniform and quality record keeping. ▪ Review shop drawings and submittals. ▪ Issue Supplementary Instruction (SI's) and Construction Change Directives (CCD's) as necessary. ▪ Coordinate with the City's designated materials testing agency / geotechnical consultant. ▪ Conduct warranty inspection and prepare warranty inspection report.
City	▪ Ensure key city staff members participate in preconstruction meeting, and ongoing meetings as necessary. ▪ Review meeting minutes and provide feedback on project construction elements. ▪ Provide Project Plans and Special Provisions including addenda. ▪ Assist in obtaining other related information in City files pertaining to the project if needed. ▪ Provide Materials Testing Consultant.
Deliverable(s)	▪ Communications Plan. ▪ Quality Management Plan (QMP). ▪ RFI response, SI's, CCD's, and CO's.

TASK 2 INSPECTION / ON-SITE OBSERVATION

LHB/MSA	▪ Inspection / On-Site Observation (Assume 27 weeks and 6 days per week and 10 hrs per day). ▪ Review Project Plans, Specification and Contractor Shop Drawings and Submittals. ▪ Conduct weekly construction meetings for each work scope. ▪ Conduct daily planning meetings with the Contractor's foremen to review property owner notification, material testing needs, work limits and vehicle and pedestrian access plan. ▪ Review contractor's materials testing plan to ensure adherence to the plans and specifications and maintain a log of completed testing and retesting. ▪ Perform regular erosion control inspections to ensure conformance with the project SWPPP and the NDPES General Permit. ▪ Monitor the contractor's performance, materials and workmanship to ensure adherence to project plans, specifications and quality standards. ▪ Monitor construction progress to ensure conformance with the Contractor's schedule. ▪ Notify the Engineer and City Staff of any non-conforming work. ▪ Provide as-built survey for existing and new utilities located or installed during construction.
City	▪ Attend and lend input at construction inspection meetings as required.
Deliverable(s)	▪ Rolling meeting minutes and action item list for construction meetings. ▪ Daily progress summary email to the City. ▪ Daily Inspection reports and photographs. ▪ Materials Testing Log. ▪ Weekly Erosion Control Inspections Report. ▪ As-built survey

4. WORK PLAN, CONT.

TASK 3	CONSTRUCTION DOCUMENTATION
LHB/MSA	▪ Document construction activities and photograph all stages of construction and field conditions. ▪ Measure and collect quantity data for all construction activities. ▪ Prepare daily work summary for distribution to the Engineer and city staff. ▪ Prepare weekly submittal including inspection reports, photographs, and as-built information. ▪ Review and process Change Order Requests (COR). ▪ Prepare monthly progress payments using the City's RT Vision/One Office system. ▪ Maintain a log for, and respond to, Contractor Requests for Information (RFI's). ▪ Develop GIS Data Management Tool compatible with the City's GIS and project documentation systems. ▪ Prepare as-built drawings. ▪ Conduct final inspection and prepare substantial completion punchlist. ▪ Conduct warranty inspection and prepare warranty inspection report. ▪ Survey Files and Data. ▪ Project Correspondence, E-mail, and Phone Logs.
City	▪ Review and give or decline approval of change order requests. ▪ Review final punchlist. ▪ Review warranty inspection report.
Deliverable(s)	▪ Rolling meeting minutes and action item list for construction meetings. ▪ Daily progress summary email to the City. ▪ Quantity calculations and field measurements. ▪ GIS Data Management Tool database. ▪ Project construction documentation, and accurate as-built information, record drawings, and Water Service Cards. ▪ Change order documentation. ▪ Monthly Progress Payments. ▪ Substantial Completion Punchlist. ▪ Warranty Inspection report. ▪ Survey files and data. ▪ Project correspondence, email and phone log. ▪ Electronic submittal and hard copies of final documents.

24-99668 RFP for Construction Administration for 2025 Lead Water Service Replacement Projects

WORK PLAN

		LHB Project Management					LHB Inspection (Bid Packages 1 & 2)			MSA Inspection (Bid Packages 3 & 4)			
		Matt Settergren	Adam Besse	Kaitlyn Stublic	Tom Pavick	Jill Van Kessel	Tom Pavick	Derek M./ Drew E.	Trent Elwood	Phil Lockett	Cory W./ Connor J.	Noah Schaeffer	
Work Task	**Task Description**	**Project Principal**	**Project Manager**	**Project Engineer**	**Survey Chief**	**Admin.**	**Chief Inspector 1**	**Inspectors 1 & 2**	**Asst. Inspector 1**	**Chief Inspector 2**	**Inspectors 3 & 4**	**Asst. Inspector 2**	**Total Hours**
	General Project Requirements												
	2025 Construction Season: 4/15/25 through 10/17/25 (27 Weeks | 1620 hrs)												
1.00	**Construction Administration (Assume 27 weeks)**												
1.01	Project Management, Coordination, Invoicing, Etc.	12	36			12							60
1.02	Preconstruction Meeting		6	4		4	2	2	2	2	2	2	26
1.03	Project Setup, Plan and Shop Drawing Review		8	16	24	8	4	4	2	4	4	4	78
2.00	**Inspection / On-Site Observation (Assume 27 weeks and 6 days per week and 10 hrs per day**												
2.01	Engineer Regular Hours		600	1020									1620
2.02	Chief Inspector Regular Hours (Assumes 2 staff as noted in the RFP)						1620			1620			3240
2.03	Inspector Regular Hours (Assumes 4 staff as noted in the RFP)							3240			3240		6480
2.04	Asst. Inspector Regular Hours (Assumes 2 staff as noted in the RFP)								1620			1620	3240
2.05	Final Punchlist (Walk Through)		8	24		4	16			16			68
2.06	Weekly Meetings & Minutes (Assumed Covered Under Regular Inspection Hours Unless Indicated Otherwise)												
2.07	One-Year Warranty Inspection			36		4							40
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 7 months)												
4.03	Misc. Inspection Supplies / Other												
	Total Hours	12	658	1100	24	32	1642	3246	1624	1642	3246	1626	14852

5. REFERENCES

As noted in the RFP, the LHB/MSA team is able to provide references if requested.

APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 24-99668
RFP Construction Administration for 2025 Lead Water Service Replacement Projects

Bidder Information:	
Bidder Name	LHB, Inc.
Mailing Address	21 West Superior Street, #500, Duluth, MN 55802
Contact Person	Matt Settergren
Contact Person's Phone Number	218.279.2256 work, 218.341.3666 mobile
Contact Person's E-Mail Address	matt.settergren@LHBcorp.com
Federal ID Number	410904334
Authorized Signature	
Name & Title of Authorized Signer	Matt J. Settergren, Vice President-Public Works
Email of Authorized Signer	

APPENDIX C – BYRD ANTI-LOBBYING CERTIFICATE
CITY OF DULUTH
RFP# 24-99668
RFP Construction Administration for 2025 Lead Water Service Replacement Projects

The completed certificate must be submitted with your proposal.

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

The undersigned, [Company] LHB, 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] LHB, 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.

Matt J. Settergren

Signature of Contractor's Authorized Official

Matt Settergren, Vice President-Public Works

Name and Title of Contractor's Authorized Official

October 10, 2024

Date