

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

SHORT ELLIOTT HENDRICKSON, 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: **Short Elliott Hendrickson, Inc.**
Address: **418 West Superior Street, Suite 200, 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-2249**; Project # **2249**; and Resolution No. **24-0487R**, passed on **June 24, 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: **2249**
Project Name: **Eng Svcs for Lead Water Service Replacements-Lincoln**
Project Description: **Site visits, inspection, and design services for lead water service replacements in the Lincoln Neighborhood**

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.

	<u>Phase</u>	<u>Description</u>
<input checked="" type="checkbox"/>	A.	Study and Report Phase
<input checked="" type="checkbox"/>	B.	Preliminary Survey Phase
<input checked="" type="checkbox"/>	C.	Preliminary Design Phase
<input checked="" type="checkbox"/>	D.	Final Design Phase
<input checked="" type="checkbox"/>	E.	Bidding Phase
<input type="checkbox"/>	F.	Construction Survey and Layout Phase
<input type="checkbox"/>	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 **August 9, 2024**.

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 **September 27, 2024**.

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 **September 27, 2024**.

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 **December 23, 2024**.

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 **March 31, 2025**.

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 **N/A**.

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 **Three Hundred Thirty-Two Thousand, Seventy and 00/100 Dollars (\$332,070.00)**.

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

SHORT ELLIOTT HENDRICKSON, INC.

By: _____
Mayor

By: _____

Attest:

Its: _____
Title of Representative

By: _____
City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to Form:

City Attorney



Building a Better World
for All of Us®

June 11, 2024

RE: Request for Proposal
Engineering Services for Lead Water
Service Replacements (Fairmont 1 and
Lincoln 4)
COST PROPOSAL
RFP Number 24-99513
SEH No. DULUT P-179327

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

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this cost proposal for the Engineering Services for Lead Water Service Replacements (Fairmont 1 and Lincoln 4) project. This cost proposal is based on the scope of services outlined and discussed in our separate proposal. The fee breakdown by task is as follows:

Design Phase Services

Design Services	\$320,820
Bidding Services	\$6,000
Direct Expenses	\$5,250
<u>Subconsultant</u>	<u>None</u>
Total Cost	\$332,070

Please note that this pricing is valid for either the Fairmont or Lincoln Park scope of services, but not both. As stated within our proposal response, our preference is to be selected for the Lincoln Park work but we are available for either option.

The requested detailed work plan with identified efforts and hourly rates are enclosed.

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

- City will provide a list of properties at the project kickoff, including PID, address, and owner's name.
- City will provide timely GIS exports to support the project need.
- No design of other utilities (i.e. sanitary, storm, or gas) is included.
- Outreach to property owners will include two letters and a visit to door knock / provide a door hanger. If the resident remains non-responsive, their property will be moved to a future phase of work beyond the scope of this project.
- Private utility mapping provided as part of the one call process will be suitable for the project need.
- No boundary or right-of-way survey efforts are included. It is assumed no easements will be required.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55801-0229
218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

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- City will provide traffic control assistance for field survey collection, if needed.
- No environmental (i.e. wetland / contamination) or geotechnical work is included.
- No stormwater treatment or hydraulic evaluation is included.
- A drainage memo will not be required.
- No detailed ADA improvement design shall be required.
- City will pay all permit fees.
- Meetings will be limited to those listed within the workplan.


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

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

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

Respectfully submitted,

SHORT ELLIOTT HENDRICKSON INC.



Dan Hinzmann, PE (Lic. MN, WI)
Project Manager

Engineering Services for Lead Water Service Replacements
 City of Duluth Proj. #1463 (RFP 24-99513)
 SEH Project # P-179327
 June 11, 2024

COST PROPOSAL



Project Role	PM	Principal	Contoller	GIS Analyst	RPR	Sr. RPR	Const. Review	Sr. Technician	Survey	Admin	Subs & Expenses	
Employee Name (s)	Hinzmann	Bolf	Hayes	Schwarz	Davies, Shold	Haldorson	Ascheman	Orleskie, Glendenning	Yeats	Babb		
Rate	\$215	\$230	\$115	\$165	\$115	\$150	\$215	\$130	\$125	\$125	\$1	
Task #1 - Project Management, Meetings, & Coordination												
1.1 General												
PM / accounting / monthly progress reports	8									8		16
Develop quality management plan	2	2					1					5
QAQC	4	8					4					16
1.2 Meetings & Agency Coordination												
Kickoff meeting with City Staff	4		1		1							6
Internal team kickoff	2		2		2			2				8
One Call Process - Non-Topo Areas (Maps Only)								4				4
One Call Process - Topo Areas (Field Markings)								8				8
Coordination meetings with private utilities (2)	4		2						4			10
Biweekly client meetings (assume 14) - includes design reviews	18		14		14			14				60
Task Hours Summary	42	10	19		17		5	32		8	N/A	133
Task Fee Summary	\$9,030	\$2,300	\$2,185		\$1,955		\$1,075	\$4,160		\$1,000		\$21,705
Task #2 - Field Work & Homeowner Coordination												
2.1 Homeowner Outreach and Management												
Prepare and send initial letters (assume 500)	4		20								\$1,000	24
Follow up letters (assume 125)	2		2								\$250	4
Follow up phone calls and door knocking (assume 75)	2		16		24						\$250	42
Status updates and tracking	8		80									88
2.2 In-Home Observation and Documentation, Field Work												
In-Home Observation and Documentation (500 homes)	25				500	150					\$1,500	675
Revisit for homeowner issues (assume 25)	4				25	10					\$250	39
Data management	4			20								24
2.3 Topographic Survey												
Topographic survey (15 small main extensions)	2							4	60		\$2,000	66
Task Hours Summary	51		118	20	549	160		4	60		N/A	962
Task Fee Summary	\$10,965		\$13,570	\$3,300	\$63,135	\$24,000		\$520	\$7,500		\$5,250	\$128,240
Task #3 - Design												
3.1 Create Base Information												
Collect data from City	2							4				6
Create base map from GIS & One Call Maps	8							160				168
Update base map with collected field data	4			40				40				84
Process topo data (15 small main extensions)	2							60				62
3.2 Plan Production & Bidding Documents												
Title Sheet								2				2
Location Maps	1							8				9
Individual Service Plansheets (460 - note remainder below)	20							400				420
Small main extension P&P (15 - assume includes 40 services)	20							180				200
Detail Sheets	1							4				5
SWPPP	4							16				20
Special Provisions	4		4									8
Contract Manual	2	2	4									8
Constructability review		2					8					10
3.3 Quantities and Cost Estimating												
Quantity takeoff, set bid items	8	2			40		2	40				92
Tabulations	20						1	160				181
Task Hours Summary	96	6	8	40	40		11	1,074			N/A	1,275
Task Fee Summary	\$20,640	\$1,380	\$920	\$6,600	\$4,600		\$2,365	\$139,620				\$176,125
Task #4 - Bidding												
Respond to bid questions	4		1		2			8				15
Prepare addenda (assume 2)	4		2		2			12				20
Attend pre-bid conference	2		2									4
Attend bid opening	1											1
Task Hours Summary	11		5		4			20			N/A	40
Task Fee Summary	\$2,365		\$575		\$460			\$2,600				\$6,000
Project Summary												
Project Hours Summary	200	16	150	60	610	160	16	1,130	60	8	N/A	2,410
Project Fee Summary	\$43,000	\$3,680	\$17,250	\$9,900	\$70,150	\$24,000	\$3,440	\$146,900	\$7,500	\$1,000	\$5,250	\$332,070

Note: Our workplan is based on one of the two identified projects. We are prepared to complete the work for either project with the listed workplan, but would prefer the Lincoln Park project.

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

Lead Water Service Replacements Fairmont 1 and Lincoln 4

RFP 24-99513



CITY OF DULUTH, MINNESOTA | JUNE 11, 2024



2023 Lead Water Service Replacement - Phase 3
Lower Lincoln Park and Childcare Providers
Duluth, MN



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Engineers | Architects | Planners | Scientists

Contract No. L31052

**APPENDIX B - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 24-99513
RFP Engineering Services for Lead Water Service Replacements**

Bidder Information:	
Bidder Name	Short Elliott Hendrickson Inc. (SEH®)
Mailing Address	418 West Superior Street, Suite 200 Duluth, MN 55802
Contact Person	Dan <u>Hinzmann</u> , PE
Contact Person's Phone Number	218.279.3034
Contact Person's E-Mail Address	dhinzmann@sehinc.com
Federal ID Number	41-1251208
Authorized Signature	
Name & Title of Authorized Signer	Matt <u>Bolf</u> , PE Principal in Charge
Email of Authorized Signer	mbolf@sehinc.com



Purchasing Division
Finance Department

Room 120
411 West First Street
Duluth, Minnesota 55802

218-730-5340

purchasing@duluthmn.gov

Addendum 1
Solicitation # 24-99513
Eng Svcs Lead Water Service Replacement Fairmont 1 and Lincoln 4

This addendum serves to notify all bidders of the following changes to the solicitation documents:

1. The PROJECT COMPLETION DATES in the RFP are revised:

PROJECT COMPLETION DATES

Date	Milestone / Deadline
May 23, 2024	RFP Issued
June 11, 2024	Proposals Due
June 24, 2024	Council Approval to Award Contract(s)
August 9, 2024	30% Plans
September 27, 2024	60% Plans and Specifications Complete
December 23, 2024	100% Plans and Specifications Complete
December 26, 2024	Plans submitted to MDH
January 17, 2025	MDH Plan Certification
January 23, 2025	Advertise for bids
April 2025	Start Construction
November 2025	Construction Completion

This schedule is subject to change if interviews are held prior to selection of consultant(s).

2. Delete the fourth paragraph in the **LIMITATIONS** section of the RFP and replace with the following:

The selected consultant must sign the City of Duluth standard Professional Engineering Agreement revised 3/28/24, a sample of which is available at <https://duluthmn.gov/purchasing/forms/>. Any questions concerning this agreement should be asked PRIOR to proposal submittal. These questions should be directed to the City Engineering Office.

3. **Response(s) to Questions:**

- a. **Question:** Can the bi-weekly meetings be virtual since more staff than the PM are involved?

- i. **Response:** Yes, meetings can be virtual using Microsoft Teams.

Please acknowledge receipt of this Addendum by including a copy of it with your proposal. The pages included will not count toward any page limitation, if any, identified in the RFP.

Posted: **May 28, 2024**

June 11, 2024

Brad Scott, Senior Engineer
City of Duluth
City Hall Room 120
411 West 1st Street
Duluth, MN 55802



Building a Better World
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RE: Engineering Services for Lead Water Service Replacements (Fairmont 1 and Lincoln 4)

Dear Members of City Staff:

The City of Duluth's Lead Service Replacement Project in the Fairmont and Lincoln Park neighborhoods is a continuation of the City's commitment to providing safe drinking water to your residents. The ongoing efforts to replace lead pipes require proven consultant partners that can offer the resources and qualified personnel to lead data collection and design services.

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to work with you on this important initiative. We have successfully completed similar work for the City in the Lincoln Park neighborhood, as well as for other clients in Minnesota and Wisconsin. We have a proven track record of delivering high-quality work on time and within budget, while minimizing disruption and inconvenience to the residents.

Our team understands the specific challenges and requirements of this project, and we have tailored our approach accordingly. Based on our understanding of the RFP and our previous experience, we have identified the following critical success factors for this lead service replacement project:

- Offer the capacity and depth of resources to complete the work
- Follow a standardized process to ensure consistency
- Utilize a project controller for communication with homeowners
- Provide experienced construction staff who can identify the basement modifications needed and be personable with residents

Dan Hinzmann will serve as our project manager. He has a strong design background that is well suited for this next phase of the City's program. Dan will lead a team of qualified and experienced professionals who will follow the successful approach that we have established on previous lead service replacement projects. Our team is available to complete this work for either the Fairmont or the Lincoln Park service area.

We are ready to get to work and help you improve the safety and well-being of your residents. Please do not hesitate to contact **Dan at 218.279.3034 or dhinzmann@sehinc.com** if you have any questions or would like additional information.

Respectfully submitted,



A handwritten signature in black ink that reads "Dan Hinzmann".

DAN HINZMANN PE(MN, WI)
PROJECT MANAGER



A handwritten signature in black ink that reads "Matt Bolf".

MATT BOLF PE(MN, WI)
PRINCIPAL IN CHARGE

"We have the experience, expertise, and capacity to deliver this project. We are committed to providing safer drinking water to Duluth."

Engineers | Architects | Planners | Scientists

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

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

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Contract No. L31052



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The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

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DULUT P179327

1. Goals and Objectives

EXECUTIVE SUMMARY

Providing **safe drinking water to all residents** has always been a priority of the City of Duluth. The continuation of the **aggressive schedule** to replace over 10,000 known lead or galvanized water services proves this commitment. Prioritizing water system improvement projects is a difficult task, as there are always more desired improvements than funding allows. Using PFA loans and grants to maximize the number of lead water services replaced while minimizing the fiscal burden to residents is a “win-win.”

The desired outcome of this project will be to provide safer drinking water to the Lincoln Park and Fairmont residents with replacement of lead water services.

SEH is pursuing either project, but not both, and would prefer the Lincoln Park neighborhood because it is an extension of our previous project area.

Our team has identified the following **critical success factors** that must be addressed to keep the project on path:

- **Consultant with capacity and depth of resources to complete the work.** Our SEH team offers the availability and the relevant expertise to complete the 500 site visits and design. If needed, we can also access qualified personnel from our other SEH offices, reaching across states where we have additional staff with experience on lead service replacements. Collectively, our team is ready to oversee plan production and quality assurance and control throughout the process. **This breadth of resources positions us to complete all tasks on schedule** while meeting the high standards you have set for this work.
- **Standardized process to ensure consistency.** There will be multiple staff members performing the home inspections in order to complete this phase and transition to design. We will use ArcGIS to create a property profile. This database will be updated during the home visits so the best information can be easily accessed for design and future communication. This will ensure consistency in our data collection, design, and reports. This will also **provide the efficient, cost-effective solution** the City is looking for.

- **Utilizing a project controller for communication with homeowners.** Having performed in-home inspections on recent projects, including Lower Lincoln Park and Superior Street, we understand that **communicating and connecting with the homeowners will be one of the biggest challenges.** We will use our project controller, Michele Hayes, to facilitate and document all homeowner communications. Michele is in our Duluth office and will receive inspection requests from the residents and coordinate the needs with inspection staff. This fluid communication between all parties helps complete the inspections as smoothly as possible. We will also rely on our scheduling software to **enhance the resident experience** as well as improve project efficiency.
- **Experienced construction staff who can identify the basement modifications needed and be personable with residents.** Our local inspection staff have performed home inspections on water services for the Tower Avenue, Belknap Street, Superior Street, and Lower Lincoln Park projects. They have the experience to identify the existing materials, document any modifications needed, and provide accurate sketches needed to design the plans. In addition, **all of our inspection staff are experienced in working with homeowners and treating them in a professional and respectful manner.** As an extension of the City, we want the property owners and renters to understand the benefits and to be comfortable with the process.

PROJECT UNDERSTANDING

Lead was a common material used for water services in Duluth prior to 1929 and in the early 1940s. Since that time, many studies have traced potential negative health impacts back to this material. Although the City has replaced lead services in the past, most utility reconstruction projects include replacing services from the main to the curb stop at the right-of-way line. The City continues to inventory the remaining lead and galvanized services requiring replacement and has found **approximately 10,700 lead services** still in service throughout the City. Most lead pipe is located between the water curb stop and individual homes, which is considered the private portion of the water service. Because of this, there has not been available funding to replace lead services on private property.

The City of Duluth is dedicated to removing lead service lines and is **prioritizing areas with properties used disproportionately by children and disadvantaged communities**. The City will use funding through the Minnesota Department of Health Public Facilities Authority (PFA) to complete further lead service line replacements.

For the first phases in 2023-2024, the Gary - New Duluth, Lincoln Park, and Hillside neighborhoods were selected. The 2025 projects are focusing on the Fairmont neighborhood and a broader section of Lincoln Park. As noted, SEH is positioned well for the Lincoln Park portion because it is an extension of our previous project area and we are currently inventorying areas of this neighborhood for the West Superior Street project. We have a strong understanding of the character of the area, and our staff has developed rapport with the neighborhood through our work to date.

SEH is positioned well for the Lincoln Park portion because it is an extension of our previous project area and we are currently inventorying areas of this neighborhood.

The City is planning to replace the existing lead service with a new 1 in. HDPE SDR 9 service pipe. Using a combination of utility data, project records, and inspection findings will help determine the type of service replacement that is required. A majority of the properties will only need a new service replacement on the private side, but others may need public/private or just public replacements. If an atypical service connection is identified, **SEH will work with the City to develop the best solution**; this may include a different alignment or a water main extension.

Similar to our current Lincoln Park project, the City may also include small diameter water main extensions where needed to improve alignment, avoid bedrock, or separate shared services.

OBJECTIVES

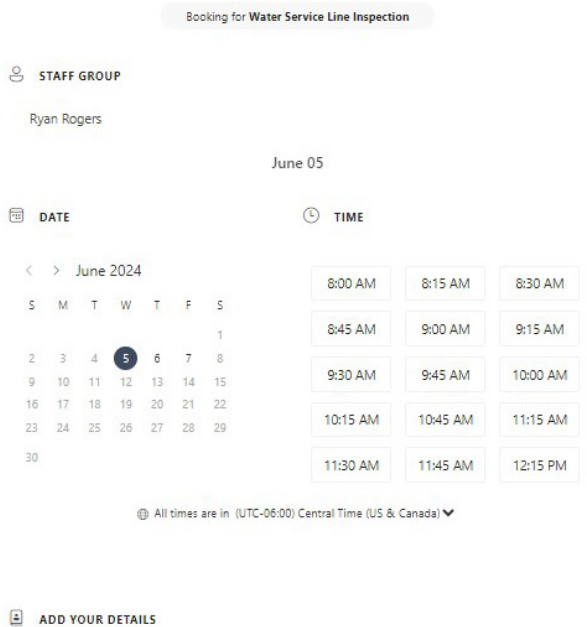
The outcome of this lead service replacement will be **improved and safer drinking water** for residents in the Lincoln Park and Fairmont neighborhood while utilizing available funding and **limiting the financial burden** on residents.

To address this project's critical success factors, we anticipate that you will be seeking a partner that ideally offers the following qualifications and overall approach:

1 Provide a resource plan to offer the staff and resources to complete the work. A primary concern for the City with there being 500 homes in each neighborhood is offering adequate staffing, with qualified personnel, to complete the work. Our SEH team has the availability and the relevant skills to complete this work for one of the designated neighborhoods. We have local staff and, if necessary, can also rely on qualified staff from our other SEH offices, spanning across states where we have more **personnel with experience on lead service replacements**. Together, our team is prepared to complete each visit and design while managing plan production and quality assurance and control throughout the process.

2 Provide consistency for home inspections, design, and record keeping. With 500 site visits and designs to complete, it will be imperative to have a planned process that results in a consistent bid product and record keeping. We will have multiple staff completing the site visits, plans, and specifications in order to meet your schedule. Specific measures we plan to standardize our process include:

- **Sending letters to impacted homeowners** discussing the benefits of the program and explaining expectations of all parties. This will allow the home inspections to start as soon as possible.
 - If we do not receive a response from the initial outreach, a second letter will be mailed three weeks after the initial letter.
 - If there is still no response, our staff will complete door hangers and door knocking while conducting adjacent scheduled inspections.
- **Utilizing a property database** that includes the following:
 - Property, property owner, and rental information
 - Standard forms for collecting more information during the inspection
 - Consistent documentation to be used for summary reports as well as aiding in design
- **Utilizing our scheduling software**, Microsoft Bookings, to allow homeowners to schedule a desired inspection window through an online platform.
 - This will be available to all team members for transparency and work coordination.
 - This will be consistent with the approach comfort systems has taken in recent years.
 - This will be linked to the GIS database for tracking and reduction of manual entry.



Screenshot of typical Microsoft Bookings Software

3 Offer a flexible approach to home inspections.

We recognize that some site visits will be completed in the evening and weekends. This will require clear communication with homeowners along with multiple staff completing site visits to meet the project schedule. Our staff is accustomed to working outside of “standard” working hours and is prepared to do so for this project. We are also proposing the role of project controller on this project. The primary benefits of a controller include:

- o Consistent messaging to homeowners
- o Documentation of call history and appointment times
- o Improved communication between all parties

As your partner, we understand that scheduling the site visits will be the most critical path task on this project. Our approach will **establish an efficient process** to set up meeting times, which will be imperative for project success.



We understand that scheduling the site visits will be the most critical path task on this project. Our approach will establish an efficient process to set up meeting times, which will be imperative for project success.

DAN HINZMANN | PROJECT MANAGER



CLICK/SCAN
QR Code
to learn more on sehinc.com

Get the Lead Out: What You Need to Know About the Lead and Copper Rule Revisions

2. Experience

2023 LEAD WATER SERVICE REPLACEMENT - PHASE 3

DULUTH, MN



FEATURES

- Lead service inspection for 171 properties in Lower Lincoln Park
- Lead service inspection for 22 childcare providers across Duluth
- Design and specifications for lead water service replacements
 - 177 properties
 - Over 7,000 LF of 1 in. HDPE water service pipe
 - Five locations requiring 2 in. HDPE water main extensions

RELEVANCE

- Resident communication and coordination
- In-home water service inspection and documentation
- Design and specifications for lead water service replacements

SEH SERVICES

- Send letters to residents describing the program
- Coordinate and perform in-home inspections
- Final design, plans, and specifications for lead water service replacement
- Bidding support

KEY PERSONNEL

- Dan Hinzmann
- Matt Bolf
- Cory Ascherman
- Garin Davies
- Michele Hayes
- Troy Shold
- Jerry Haldorson

WEST SUPERIOR STREET RECONSTRUCTION

DULUTH, MN



FEATURES

- Full street and utility reconstruction project to transform corridor
- Enhanced multimodal facilities and improved safety for all users
- Lead service inspection of 32 properties and replacement of water services

RELEVANCE

- Data collection and identifying replacement needs for underground utilities
- Extensive public outreach and communication with Duluth stakeholders
- In-home water service inspection and documentation
- Design and specifications for lead water service replacements

SEH SERVICES

- Preliminary feasibility study
- Preliminary design and cost estimates
- Final design, plans, and specifications for roadway and utilities
- Coordination with agencies
- Federally funded plan preparation
- In-home inspections

KEY PERSONNEL

- Dan Hinzmann
- Matt Bolf
- Cory Ascherman
- Garin Davies
- Tylor Schwartz
- Michele Hayes
- Jerry Haldorson

NEW REGIONAL WATER SYSTEM

FOND DU LAC, MN



FEATURES

- Replacement of 55 service lines (replacing both in-place services and private wells)
- Meter replacement inside 139 homes
- Approximately 33,500 LF of 8 in. HDPE water main and 9,800 LF of water service lines
- New water treatment plant and water tower

RELEVANCE

- Accessing individual homes
- Water meter replacement
- Individual water service replacements
- Coordination with homeowners for water shutdown

SEH SERVICES

- Preliminary feasibility study
- Preliminary design and cost estimates, including preliminary engineering report
- Final design, plans, and specifications for roadway and utilities
- Coordination with agencies
- Federally funded plan preparation
- Construction administration and observation

KEY PERSONNEL

- Dan Hinzmann
- Matt Bolf
- Michele Hayes
- Jerry Haldorson

TOWER AVENUE WATER MAIN REPLACEMENT

SUPERIOR, WI



FEATURES

- Replacement of approximately 7,700 LF of water main
- Replacement of 81 individual water service lines (excludes larger commercial service lines)

RELEVANCE

- Accessing individual businesses
- Individual water service replacements
- Coordination with businesses for water shutdown

SEH SERVICES

- Design, cost estimates, plans, and specifications for street and utilities
- Coordination with agencies and utility companies
- Public involvement
- Construction administration and observation

KEY PERSONNEL

- Dan [Hinzmann](#)
- Matt [Bolf](#)
- Jerry [Haldorson](#)

Our team members have extensive experience with similar tasks and communication with public stakeholders.

The lead service replacement program has grown over the last few years. The City learned valuable information during the pilot program that SEH and other teams built upon during last year's projects.

In that context, we understand the importance of serving as a true extension of your staff and providing consistency and reliability throughout the different phases of the project.

SEH is committed to providing team members and an approach to respectfully collect the information at each property, organize the data, and provide a comprehensive design. Our team members have extensive experience with similar tasks and communication with public stakeholders. We also have a proven track record in the City and an understanding of your standards and requirements.

The table below highlights projects where SEH staff performed similar tasks to those that we will complete on this lead service replacement project in Minnesota and other states.



VALUE ADD: OTHER LEAD SERVICES EXPERIENCE

See below for other experience related to lead and water quality services.

Project	Location
Lead Service Replacement	Duluth, MN
21 DNR Lead Service Grant	New Richmond, MN
Year 2 Service Line	Jefferson, MN
Lead Service Line Application/Administration	Thorp, WI
Lead Service Line Administration Year 1	Jefferson, MN
Lead Service Line Compliance Year 2	Eau Claire, WI
Lead Service Line Compliance Year 1	Eau Claire, WI
Confirm Lead Sampling	Portage, WI
Lead Deadwood Area Water Systems Study	Jefferson, MN
Lead Pipe Survey	Florida Rural Water Association
Lead Service Inventory	Biwabik Public Utilities
2024 Lead Services	Duluth, MN
Potable Water Plan	Hibbing Taconite Company
Regional Drinking Water	Cloquet, MN
SW Development Park Water Quality	Charles City, IA
Domestic Water Projects	Town of Ignacio, CO
Water Supply Plan	City of Cambridge
New Public Water Supply	Iowa Cagefree LLP
Water Feasibility Study Environmental Services	Minneapolis, MN
Drinking Water Evaluation	Stout, WI
Lead Contamination Remediation	Army National Guard, WI

3. Personnel

SEH has assigned team members to roles within each phase of the project: project management, resident communication, data collection, design, and bidding. Each of these team members is committed to clear and professional communication, as well as a data collection and documentation process that provides consistency for the City.

DAN HINZMANN PE, LEED AP PROJECT MANAGER

Dan will serve as the City's primary point of contact and be responsible for overseeing all project deliverables and overall coordination. Dan will utilize his experience on similar projects to provide a streamlined project delivery. A major focus of Dan's role includes ensuring strong communication throughout the project. This regular communication comes in the form of monthly written updates with each invoice as well as regular email and phone check-ins.

Dan's history managing similar projects for the City of Duluth will allow him to guide the rest of the team to meet the City's goals. Dan will work closely with other strategic team members, such as Matt Bolf, Michele Hayes, Garin Davies, and Cory Ascherman, to provide a holistic approach. Dan will work continuously to ensure the efforts by our team members are aligned with the big picture goals and that careful quality control measures are being followed throughout the project delivery.

EXPERIENCE

- 2023 Lead Water Service Replacement - Duluth, MN (Project Engineer)
- West Superior Street Reconstruction - Duluth, MN (Quality Manager)
- New Regional Water System - Fond du lac, MN (Project Manager)
- Tower Avenue Water Main Replacement - Superior, WI (Project Engineer)
- Hammond Avenue Water Main - Superior, WI (Project Manager)
- Belknap Street Water Main - Superior, WI (Project Manager)



16
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science Civil Engineering
Michigan Technological University
- Houghton



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN and WI

MATT BOLF PE PRINCIPAL IN CHARGE AND QA/QC MANAGER

Matt will serve as principal in charge and oversee our quality control for the project. Matt has experience in project management, preliminary and final design, cost estimating, detailed plan preparation, permitting, agency coordination, public involvement, and construction engineering. Matt also has experience with surveying, construction staking, and construction observation. He works closely with government agencies including the cities of Duluth and Superior, Minnesota Department of Transportation (MnDOT), and Minnesota Department of Natural Resources (MNDNR), along with other city/county clients.

EXPERIENCE

- 2023 Lead Water Service Replacement, Phase 3 – Duluth, MN (Process and Quality Review)
- West Superior Street Reconstruction – Duluth, MN (Project Manager)
- Tower Avenue Water Main Replacement – Superior, WI (Project Manager)
- Cross City Trail, Multiple Phases – Duluth, MN (Project Manager)



24
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science Civil Engineering
North Dakota State University



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN and WI



MICHELE HAYES
PROJECT CONTROLLER

Michele will be responsible for homeowner outreach and tracking the status of each individual property. Michele has been integral in delivering a consistent product to the residents for in-home inspections for lead service projects. This includes our recent work with the City of Duluth, as well as several other communities within the state.



TYLOR SCHWARZ GISP
PROJECT GIS ANALYST

Tylor will provide support for data collection and filtering data for construction drawings. He is a project GIS analyst with experience creating maps and visualizations, analyzing and interpreting spatial data, and creating applications to enhance the presentation of data using ArcGIS Online products including Dashboards, Collector for ArcGIS, and Field Maps.



GARIN DAVIES
LEAD RESIDENT PROJECT REPRESENTATIVE

Garin will be the lead resident project representative for in-home documentation.

He is a resident project representative who has experience providing inspection services for a wide range of project types including lead water service inspection. This experience includes roadway reconstruction and utility improvements for numerous communities. Garin's recent and relevant experience in Duluth will help our team provide efficient service on this project.



TROY SHOLD
RESIDENT PROJECT REPRESENTATIVE

Troy will provide support for data collection and in-home inspections. Troy is

a project representative with experience monitoring and documenting progress on a variety of municipal projects. He has performed field testing to comply with construction standards and plans. Troy has also conducted surveys and processed the data, completed right-of-way plats for regional improvement projects, and located and set monuments for survey benchmarks.



CORY ASCHEMAN PE (MN)
CONSTRUCTIBILITY REVIEW

Cory will conduct constructibility review for the project. Cory has 21 years of experience working on a wide variety of

projects ranging from small developments to large MnDOT projects. Cory has worked on multiple lead water service replacement projects including project management, resident communication, in-home inspection, and design. He will work closely with the team and our design staff to ensure plans and specifications are constructible and align with prior lead replacement successes.



JERRY HALDORSON
RESIDENT PROJECT REPRESENTATIVE

Jerry will be part of our team to provide data collection for the lead service

replacements. He has more than 31 years of experience providing exceptional RPR services to our clients. Jerry is very familiar with the City's standards for construction, having served as RPR for a number of nearby projects. Jerry's success in the project delivery includes not only confirming the quality of the end product, but also close coordination with project residents.



VALUE ADD: NEARBY STAFF FOR IN-HOME LEAD SERVICE INSPECTIONS

Although **most of our inspections will be completed by local staff listed above**, our in-home team includes several other local team members, and may also be supported by nearby staff as needed. All of these staff members have **specific experience with in-home lead service lines.**

Ryan Jerich, PE	Duluth, MN	Resident Project Representative
Darrin Wixø	Duluth, MN	Resident Project Representative
Steve Nilsson	Virginia, MN	Resident Project Representative
Michael Herschbach	Grand Rapids, MN	Resident Project Representative
Simon McCormack, PE	St. Paul, MN	Project Manager

4. Work Plan

SEH's approach for this project includes proactively identifying and addressing key issues and challenges. We will also maintain clear communication and coordination throughout the process. The following work plan outlines our approach to this project as well as established measures to ensure quality, service, and cost and schedule control.

PROJECT MANAGEMENT AND MEETINGS

Dan Hinzmann will serve as the overall project manager and the primary point of contact for the City. **Dan, in collaboration with Matt Bolf, will lead the project management team**, ensuring seamless coordination with City staff and stakeholders.

MEETING STRUCTURE AND DOCUMENTATION

- **Bi-weekly Meetings:** We will conduct bi-weekly design progress meetings with the City to discuss ongoing work and address any emerging issues.
- **Documentation:** Our team will prepare and distribute meeting agendas, minutes, and an issues tracking log for each session. We are proposing to use a shared One Note project with the City project manager to house all documentation.
- **Attendance:** Dan Hinzmann, along with the property owner coordination lead **Michele Hayes** and building inspection lead **Garin Davies**, will attend coordination meetings.

PROJECT SCHEDULE AND MILESTONES

- **Regular Reviews:** Dan will regularly review the project schedule with the team and the City to align on deadlines and task progression.
- **Kick-off Meeting:** A comprehensive project kick-off meeting will be organized to set the stage for the project's success. The kick-off will achieve the following:
 - Introduce project team members
 - View existing conditions and discuss City's previous projects for lessons learned
 - Discuss budget limitations and constraints for design
 - Brainstorm ideas to reduce the overall cost per home with design and specifications
 - Confirm key milestones and our methodology in measuring progress
 - Determine measures to regain progress if we have delays beyond our control

MONTHLY PROJECT SUMMARIES

Alongside every invoice, we will provide a detailed monthly summary report covering:

- **Work completed** in the previous month
- **Status** of project deliverables
- **Requests for information** from the City
- **Notifications** of any potential scope changes
- **Budget and schedule** updates

Per the RFP, we have budgeted for **three plan review meetings to review construction methods, bidding alternatives, and draft specifications**. Our entire core project team **is located in our Duluth office** and will be available for both virtual and in-person meetings.

PROPERTY VISITS AND DATA COLLECTION

Our team is prepared to implement a systematic process for property visits and data collection that will ensure the project's success for the City and homeowners. We recognize the City's efforts in identifying lead services and will build upon this foundation.

DATA REVIEW RESIDENT OUTREACH

- **Data Synthesis:** We will analyze existing data to gain insights into the water main and service network within the targeted neighborhood.
- **Communication:** Customized letters will be sent to homeowners, drafted in collaboration with the City to ensure clarity and effectiveness.
 - Letters will incorporate a web address and QR code to allow for online scheduling for the homeowners.
 - Michele Hayes will also field phone calls and emails from property owners for scheduling or general inquiries.
 - If we have not received a homeowner response within 21 days, a second letter will be mailed.
 - If further non-response persists, our staff will complete door hangers and door knocking.

- The City's work agreement template will be utilized, and all signed agreements will be organized by property location.

- o **Database Setup:** A dedicated resident contact database will be established to streamline communication and schedule inspections efficiently.
- o **Standardized Data Collection:** Utilizing ArcGIS Collector, we will employ project-specific forms and geolocated photos to maintain consistency in data gathering.
- o **Progress Tracking:** Our map-based tracking system via ArcGIS will visually represent each property's status, from initial contact to the completion of service installation.

INSPECTION COORDINATION AND EXECUTION

- o **Homeowner Engagement:** We will coordinate inspection times directly with homeowners to accommodate their schedules.
- o **Thorough Inspections:** During inspections, our team will document essential details, including contact information, visual evidence of the meter location, water service material, and proximity to sanitary services. We will also identify any unique challenges that may influence the project's scope.

PLANS, SPECIFICATIONS, ESTIMATES, AND BIDDING

SEH will prepare final design plans and specifications in accordance with the City's Lead Water Service Replacement Design Guidelines. Our plans will reflect the City's previous work and generally will include:

- o A project site map showing the location of each service replacement with the corresponding plan sheet number
- o One 11 X 17 in. sheet for each home identifying new service location and methods

- o As stated in the RFP, 15 small diameter water main extensions with separate plan and profile sheets and topographic survey
- o Pictures showing inside/outside home conditions to document restoration requirements
- o Detail sheets for street and site restoration, insulation, service replacement, and indoor plumbing connection
- o Estimated quantities for bidding and tabulation by property, including address and plan sheet number
- o Special provisions will be combined into the City's Standard Construction Specification and Appendix A to complete the entire bid proposal

We will follow MnDOT's utility coordination process including a design locate One Call, two utility coordination meetings, and documenting owner supplied mapping in our final plans.

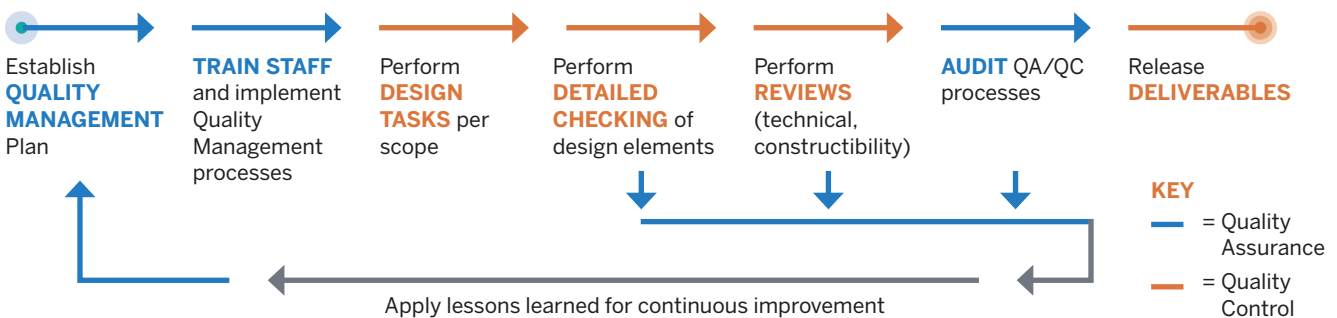
We have planned for a 30%, 60%, and 90% design review meeting with the City to review the documents and make any necessary changes before the final submittal.

We are committed to delivering a technically complete and constructible design that minimizes errors and conflicts. To achieve this, we will tailor our companywide QA/QC review program to the specific needs of this project.

QUALITY MANAGEMENT PLAN DEVELOPMENT

- o **Lead:** Dan Hinzmann, as the project manager, will be responsible for developing the QMP.
- o **Scope:** The QMP will encompass all project stages, from resident communications, home inspections, and preliminary design to final construction documents.
 - Detailed design checks: Independently check and verify key project components such as quantities, construction limits, and replacement in kind considerations.

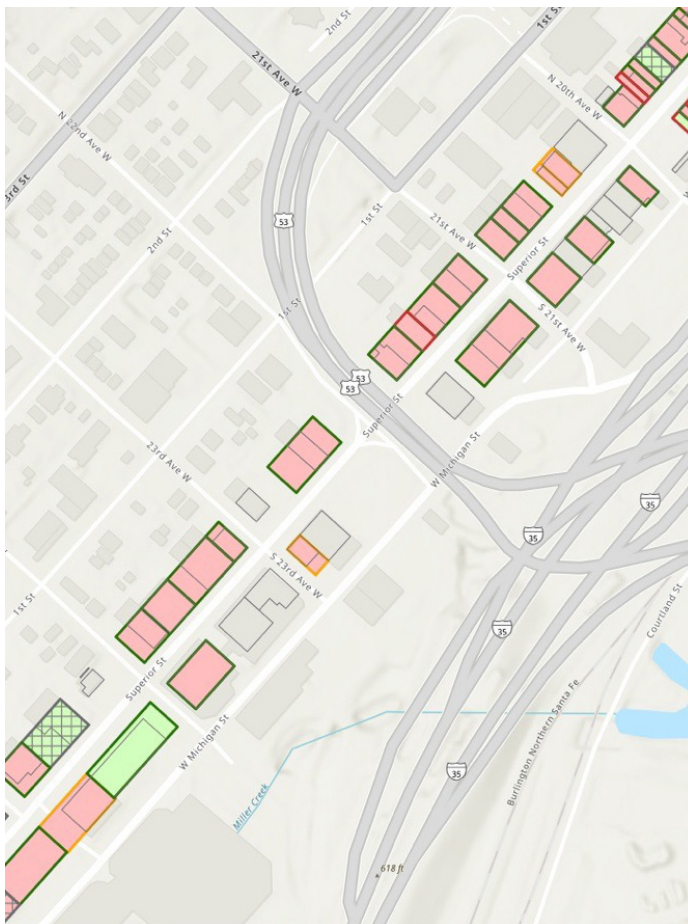
QUALITY MANAGEMENT PROCESS – FLOW DIAGRAM



- Biddability review: Matt Bolf will review the bidding documents and special provisions to ensure alignment with funding requirements and the Lead Water Service Replacement Design Guidelines.
- Constructibility review: Cory Ascheman will review for constructibility and conflict minimization.
- o **Objectives:** The primary objective is to mitigate risk and reduce miscommunications, errors in plans, and project schedule deviations.

Our preliminary and final design process will **include construction cost estimates for each method and overall project costs**. Unit prices will be established using the City of Duluth recent Lead Service bid tabulations and the SEH in-house average bid price library.

Bidding assistance will include answering contractor questions, coordinating with City staff, and updating drawings through addenda if necessary. After the bid opening, all construction documents will be delivered in paper and electronic formats to the City.



SEH will track and update information using ArcGIS.



VALUE ADD: OUR DESIGN RESOURCES

The fact that assessing the lead service needs of each homeowner and making the water safe for the residents of Duluth is paramount, **inspection is only half of the job.**

The other large effort is in design. SEH has a pool of valuable engineering and designing resources that we can draw from to fulfill the needs of each and every resident. With 500 assessments and designs in each neighborhood, it is important to emphasize the capability of SEH to perform this work on schedule.

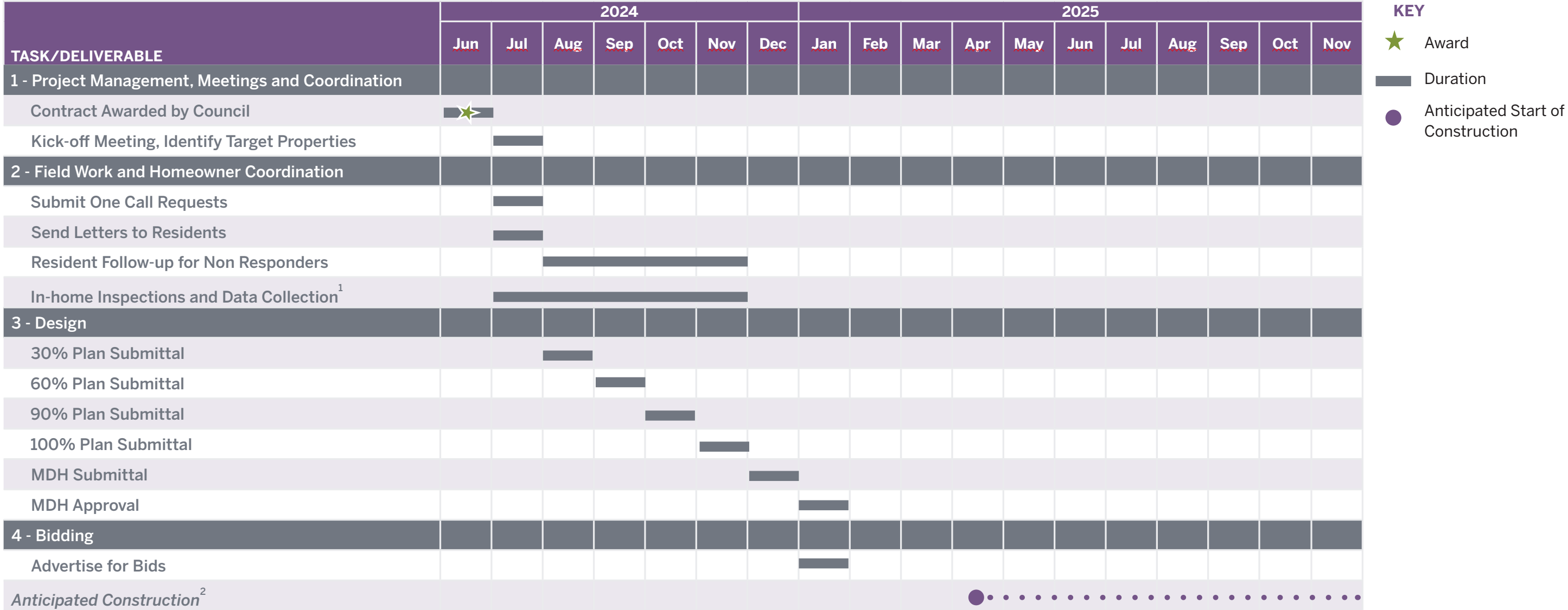
Additional Design Staff in Duluth	Role
<u>Austin Willoughby</u>	<u>Staff Engineer</u>
<u>Jon Boggio</u>	<u>Staff Engineer</u>
<u>Rose Kopecky</u>	<u>Professional Engineer</u>
<u>Tyler Yngsdal</u>	<u>Professional Engineer</u>
<u>Derek Carlson</u>	<u>Design Technician</u>
<u>Ryan Rogers</u>	<u>Design Technician</u>
<u>Kristi Glendenning</u>	<u>Design Technician</u>
<u>Adam Orleskie</u>	<u>Design Technician</u>



DID YOU KNOW

Aside from the above engineers and designers local to Duluth, SEH employs 237 engineers, designers, and technicians in Minnesota and a total of 425 companywide.

5. Work Schedule



Notes:
¹ Based on experience, 80% of responses are expected prior to 60% submittal. This activity continues through final completion to address the non-responsive homeowners.
² Construction is anticipated to occur from April through November of 2025. This schedule is applicable for either the Fairmont 1 or Lincoln 4 projects.

6. References

Not required at this time, but available upon request.

WORK PLAN



Project Role	PM	Principal	Contoller	GIS Analyst	RPR Davies, Shold	Sr. RPR Haldorson	Const. Review Ascheman	Sr. Technician Orleskie, Glendenning	Survey Yeats	Admin Babb	
Task #1 - Project Management, Meetings, & Coordination											
1.1 General											
PM / accounting / monthly progress reports	8									8	16
Develop quality management plan	2	2					1				5
QAQC	4	8					4				16
1.2 Meetings & Agency Coordination											
Kickoff meeting with City Staff	4		1		1						6
Internal team kickoff	2		2		2			2			8
One Call Process - Non- <u>Topo</u> Areas (Maps Only)								4			4
One Call Process - <u>Topo</u> Areas (Field Markings)								8			8
Coordination meetings with private utilities (2)	4		2					4			10
Biweekly client meetings (assume 14) - includes design reviews	18		14		14			14			60
Task Hours Summary	42	10	19		17		5	32		8	133
Task #2 - Field Work & Homeowner Coordination											
2.1 Homeowner Outreach and Management											
Prepare and send <u>initial</u> letters (assume 500)	4		20								24
Follow up letters (assume 125)	2		2								4
Follow up phone calls and door knocking (assume 75)	2		16		24						42
Status updates and tracking	8		80								88
2.2 In-Home Observation and Documentation, Field Work											
In-Home Observation and Documentation (500 homes)	25				500	150					675
Revisit for homeowner issues (assume 25)	4				25	10					39
Data management	4			20							24
2.3 Topographic Survey											
Topographic survey (15 small main extensions)	2							4	60		66
Task Hours Summary	51		118	20	549	160		4	60		962
Task #3 - Design											
3.1 Create Base Information											
Collect data from City	2							4			6
Create base map from GIS & One Call Maps	8							160			168
Update base map with collected field data	4			40				40			84
Process <u>topo</u> data (15 small main extensions)	2							60			62
3.2 Plan Production & Bidding Documents											
Title Sheet								2			2
Location Maps	1							8			9
Individual Service <u>Plansheets</u> (460 - note remainder below)	20							400			420
Small main extension P&P (15 - assume includes 40 services)	20							180			200
Detail Sheets	1							4			5
SWPPP	4							16			20
Special Provisions	4		4								8
Contract Manual	2	2	4								8
<u>Constructability</u> review		2					8				10
3.3 Quantities and Cost Estimating											
Quantity takeoff, set bid items	8	2			40		2	40			92
Tabulations	20						1	160			181
Task Hours Summary	96	6	8	40	40		11	1,074			1,275
Task #4 - Bidding											
Respond to bid questions	4		1		2			8			15
Prepare <u>addenda</u> (assume 2)	4		2		2			12			20
Attend <u>pre-bid</u> conference	2		2								4
Attend bid opening	1										1
Task Hours Summary	11		5		4			20			40
Project Summary											
Project Hours Summary	200	16	150	60	610	160	16	1,130	60	8	2,410

Note: Our workplan is based on one of the two identified projects. We are prepared to complete the work for either project with the listed workplan, but would prefer the Lincoln Park project.

**APPENDIX C – FEDERAL SUPPLEMENTARY PROVISIONS
CITY OF DULUTH
RFP# 24-99513
RFP Engineering Services for Lead Water Service Replacements**

City of Duluth
Supplementary Provisions – State & Federal Funding
24-99513 RFP for Engineering Services for Lead Water Service Replacements

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Breach of Contract.

The City may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 4, Termination, for reasons including but not limited to any of the following:

- a. Failure to begin the Work within the time specified in the Contract;
- b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
- c. Unsatisfactory performance of the Work;
- d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
- e. Discontinuance of the Work without approval;
- f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
- g. Insolvency or bankruptcy;

- h. Failure to protect, to repair, or to make good any damage or injury to property;
- i. Breach of any provision of the Contract;
- j. Misrepresentations made in the Contractor's bid/proposal; or
- k. Failure to comply with applicable industry standards, customs, and practice.

4. Termination

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

5. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

- a. Placing qualified socioeconomic firms on solicitation lists;
- b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;
- d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7. Rights to Inventions Made Under a Contract or Agreement.

For any contracts involving the "substitution of parties, assignment or performance of experimental, developmental, or research work", Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

8. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding \$150,000 that is financed in whole or in part with Federal funds.

9. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

10. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (This clause is required in all federal contracts. In addition, the certification form is required for all federal contracts over \$100,000)

Contractors must certify that that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

12. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited.

In addition, telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country is prohibited.

Building a Better World for All of Us[®]

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES

