

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

LHB, INC. & CITY OF DULUTH

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

Name: **LHB, Inc.**

Address: **21 West Superior Street, Suite 500, Duluth, MN 55802**

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

Payments as described in Section V shall be made from Funding **510-500-1905-5533, UtilB-2248**; Project # **2248**; and Resolution No. **24-0486R**, 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: **2248**

Project Name: **Eng Svcs for Lead Water Service Replacements-Fairmont**

Project Description: **Site visits, inspection, and design services for lead water service replacements in the Fairmont 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>
☒	A.	Study and Report Phase
☒	B.	Preliminary Survey Phase
☒	C.	Preliminary Design Phase
☒	D.	Final Design Phase
☒	E.	Bidding Phase
☐	F.	Construction Survey and Layout Phase
☐	G.	Construction Administration and Inspection Phase

SECTION I. GENERAL

A. ENGINEER

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

B. NOTICE TO PROCEED

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

C. TIME

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

D. CITY'S REPRESENTATIVE

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

E. ENGINEERING GUIDELINES

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

F. SUBCONSULTANTS

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

- ☒ Included in this Agreement
☐ Not included in this Agreement

The Engineer shall:

1) City's Requirements

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

2) Advise Regarding Additional Data

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

3) Technical Analysis

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

4) Economic Analysis

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

5) Report Preparation

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

6) Report Presentation

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

7) Supplementary Duties

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

8) Completion Time

The Study and Report Phase shall be completed and report submitted by **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 Sixty-Eight Thousand, Seven Hundred Fifteen and 00/100 Dollars (\$368,715.00)**.

SECTION VI. SPECIAL PROVISIONS

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

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

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

SECTION VII. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

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

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

CITY OF DULUTH-Client

By: _____
Mayor

Attest:

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to Form:

City Attorney

LHB, INC.

By: _____

Its: _____
Title of Representative

Date: _____

EXHIBIT A

LHB Project Name: Lead Water Service Replacement (Fairmont 1 or Lincoln 4) - Work Plan is for One Project Client: City of Duluth Preparer: LHB Project Number: 240364 Date: 6/11/2024															COST PROPOSAL		
Work Task	Description	Matt Settergren	Adam Besse	Bryan Bocht	Bella Larson	Lucas Spaete	Phil Barden	Paul Vogel	Ethan Eckloff	Kevin Kane	Kiefer Marchel-Hoff	Bruce Truckey	Linda Nelson	TOTAL HOURS	TOTAL EXPENSES	TOTAL COST PER TASK	TOTAL COST PER DELIVERABLE
		Project Principal	Project Manager	Quality Mgr. / Inpec. Lead	Project Designer	GIS Specialist	GIS Specialist Sr. Technician	Survey Lead	Inspector / Surveyor	Inspector	Inspector	Inspector	Admin / Prop. Owner Lead				
1.00	INITIAL SITE VISITS & CONSULTATIONS	12	171	56	280	20	80	28	214	94	94	94	355	1498	\$ 6,500	\$ 164,791.00	\$ 171,291.00
1.01	Project Kickoff / Coordination Meeting & Establish Design Criteria	1	3											4	\$ -	\$ 780.00	\$ 780.00
1.02	Meetings with City (Bi-weekly)	5	20	20									20	65	\$ -	\$ 10,230.00	\$ 10,230.00
1.03	Mailings & Door Hangers	1	12										60	73	\$ 1,500	\$ 8,430.00	\$ 9,930.00
1.04	Develop and Implement Quality Management Plan (QMP)	1	20	36	40		40						20	157	\$ -	\$ 20,630.00	\$ 20,630.00
1.05	Project Organization & Inspection Tracking Log Setup	1	44		160	20							80	305	\$ -	\$ 34,650.00	\$ 34,650.00
1.06	Gopher State One Call Ticket & Mapping		4				40	4	24					72		\$ 8,328.00	\$ 8,328.00
1.07	Main Extension Field Survey & Mapping	1	12					24	96					133	\$ 2,500	\$ 14,682.00	\$ 17,182.00
1.08	Review Sewer Plat Maps to Document Possible Bedrock		24		80								50	154	\$ -	\$ 16,790.00	\$ 16,790.00
1.09	Home & Business Building Inspections (500 each) (Assumes .5 hrs./field inspection, 0.25 hrs./office and 0.25 hrs. Admin/service for coord./tracking)	2	32						94	94	94	94	125	535	\$ 2,500	\$ 43,315.00	\$ 45,815.00
2.00	PLANS & SPECIFICATIONS	11	197	152	458	60	520	0	0	0	0	0	8	1406	\$ -	\$ 182,290.00	\$ 182,290.00
2.01	Title Sheet (1 sheet)	1	2	1										4	\$ -	\$ 760.00	\$ 760.00
2.02	Site Index Maps (12 sheets)	1	2	1	4		4							12	\$ -	\$ 1,612.00	\$ 1,612.00
2.03	Statement of Estimated Quantities and Notes (1 sheet)	1	8	6	50		8							73	\$ -	\$ 8,276.00	\$ 8,276.00
2.04	Quantity Tabulations (45 sheets)	1	12	14	80		100							207	\$ -	\$ 24,350.00	\$ 24,350.00
2.05	Construction Details (7 sheets)	1	2	1	4		8							16	\$ -	\$ 2,100.00	\$ 2,100.00
2.06	Erosion Control Plan & SWPPP (1 sheet)	1	1	1	1		2							6	\$ -	\$ 905.00	\$ 905.00
2.07	Traffic Control Requirements (1 sheet)	1	1	1	1		2							6	\$ -	\$ 905.00	\$ 905.00
2.08	Lead Service Replacement Site Plans (Assumes 500 Sheets)	1	105	85	190	60	260							701	\$ -	\$ 94,420.00	\$ 94,420.00
2.09	Main Extension Plan & Profile Sheets (15 Sheets)	1	56	40	128		136							361	\$ -	\$ 45,890.00	\$ 45,890.00
2.10	Special Provisions	2	8	2									8	20	\$ -	\$ 3,072.00	\$ 3,072.00
3.00	COST ESTIMATE	4	20	0	10	0	20	0	0	0	0	0	12	66	\$ -	\$ 9,178.00	\$ 9,178.00
3.01	30% Engineer's Estimate		4		2		4						4	14	\$ -	\$ 1,826.00	\$ 1,826.00
3.02	60% Engineer's Estimate	2	8		4		8						4	26	\$ -	\$ 3,676.00	\$ 3,676.00
3.03	90% Engineer's Estimate	2	8		4		8						4	26	\$ -	\$ 3,676.00	\$ 3,676.00
4.00	PROJECT BIDDING	2	16	0	8	0	8	0	0	0	0	0	8	42	\$ -	\$ 5,956.00	\$ 5,956.00
4.01	Bidding Assistance	2	16		8		8						8	42	\$ -	\$ 5,956.00	\$ 5,956.00
TOTAL HOURS		29	404	208	756	80	628	28	214	94	94	94	383	3012	SUMMARY		
COST PER HOUR		\$ 210	\$ 190	\$ 170	\$ 91	\$ 180	\$ 122	\$ 180	\$ 82	\$ 83	\$ 74	\$ 95	\$ 99		TOTAL LABOR \$ 362,215		
TOTAL COST		\$ 6,090	\$ 76,760	\$ 35,360	\$ 68,796	\$ 14,400	\$ 76,616	\$ 5,040	\$ 17,548	\$ 7,802	\$ 6,956	\$ 8,930	\$ 37,917		TOTAL EXPENSES \$ 6,500.00		
															TOTAL FEE* \$ 368,715		



ENGINEERING SERVICES FOR LEAD WATER SERVICE REPLACEMENTS (FAIRMONT 1 AND LINCOLN 4)

SOLICITATION #24-99513

CITY OF DULUTH

June 11, 2024





June 11, 2024

RE: ENGINEERING SERVICES FOR LEAD WATER SERVICE REPLACEMENTS (FAIRMONT 1 AND LINCOLN 4), #24-99513

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

LHB has been proud to partner with the City of Duluth's efforts to improve the safety and health of our community through replacement of lead water services in our neighborhoods.

During the course of our recent experience with the 2023 and 2024 projects in the Lincoln Park neighborhood, LHB has continued to evolve and improve the inspection and design process, streamlining it to better serve the City. We look forward to applying these improvements to the next project: City of Duluth's Solicitation #24-99513 RFP - Engineering Services for Lead Water Service Replacement (Fairmont 1 and Lincoln 4). Please consider the following benefits the City will gain by selecting LHB.

Expanded Team: We understand the City must adhere to an aggressive schedule to meet funding deadlines and to remain at the forefront of jurisdictions applying for grant funding. LHB is proposing to keep most of the same team from the 2024 project while supplementing with additional resources, including field and design team members. Our proposed team members have worked on the previous two lead projects, which will allow us to operate efficiently, while meeting the City's proposed timeline.

Project Management and Quality Assurance: LHB understands the scope of this project, and the overall Lead Replacement Program, for the City of Duluth. City staff can be assured that LHB will deliver strong project management and quality documents which meet their expectations. Along with our Project Manager, an experienced Quality Manager is assigned to monitor the data handling, plan development, independent technical review, and constructability reviews. A Our dedicated Project Manager will stay in close contact with city staff, providing regular updates and ensuring the implementation of our Quality Management Plan (QMP).

Data Collection and Management: Community engagement and managing data is critically important to the success of the project. As the past two projects have demonstrated, property owner response rates are not consistent with the City's expectations. As such, we plan to refine our outreach processes to be more proactive, with an overall goal of improving the response rates. LHB will use methods that have been successful during the previous projects, while increasing follow-up calls to ensure the residents are staying engaged. We will also deploy new dynamic tracking tools to keep the team updated on progress in real time, which will allow us to quickly identify necessary adjustments in our engagement process.

GIS System: The GIS field collection and drawing output system, which was created for the 2024 Lead Service Replacement Project, will be updated and refined to improve drawing development efficiency. In addition, we will develop a new online GIS site which will be accessible to the City and/or contractors for bidding and construction. The GIS site will allow access to all inspection data and other pertinent information for each address included in the project.

We look forward to continuing our work with the City to update infrastructure through lead water service replacements. Our team is eager to implement newly refined processes which will improve efficiency, while helping advance the City's GIS system.

LHB, Inc.

A handwritten signature in blue ink, appearing to read "Adam Besse".

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

A handwritten signature in blue ink, appearing to read "Matt J. Settergren".

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



The City is requesting engineering design services for the replacement of lead water piping, as part of their ongoing effort to eradicate lead service lines (LSLs) from the City's infrastructure. The City has applied for funding via Minnesota Department of Health's Public Facilities Authority (PFA), which has been approved at both the State and Federal levels for municipalities to use on both public and private water services.

The proposed project is focused on lead service replacement of approximately 1,000 LSLs in the Fairmont and Lincoln Park neighborhoods. These will be subdivided into two separate work scopes, Fairmont 1 and Lincoln 4, each containing about 500 services, which will be bid separately. Consultants proposing on this RFP have the option to propose on one or both of the projects.

In the interest of providing the best possible service to the City, and due to the size and schedule of the project, LHB is only proposing on one of the two scope packages. Our proposal is valid for either the Lincoln 4 neighborhood or Fairmont 1 neighborhood work package. If the City desires to select LHB for both work packages, we are open to further discussion on how we can support the City accordingly.

As part of the design team for the 2023 and 2024 City-Wide Lead Water Service Replacement Projects, LHB prepared construction drawings for the Lincoln Park Neighborhood. During the first two projects, LHB developed efficient data collection practices that will be leveraged on this project and can be replicated on future lead service replacement efforts. Our past experience has taught us that a more proactive engagement process, and improved GIS automation, can provide the City with a more cost-effective project that meets or exceeds the quality of prior work packages, ultimately supporting the City's goals and objectives.

GOALS AND OBJECTIVES

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

- Protecting public health.
- Effectively utilizing available funding.
- Developing and implementing a comprehensive Property Owner Coordination process.
- Performing detailed Site Investigations and Building Inspections.
- Providing a technically complete design, final plans and specifications that fully meet the project's needs.
- Fulfilling the specified project design and delivery schedule to meet all City and regulatory plan review deadlines.

INITIAL SITE VISIT AND CONSULTATIONS

Project Management, Schedule, and Quality Assurance

LHB fully understands the City's needs and is committed to creating a quality plan that is delivered on time and on budget to meet PFA funding deadlines. By accomplishing this, the City will continue to remain competitive with other municipalities throughout the state who are seeking the same funding source.

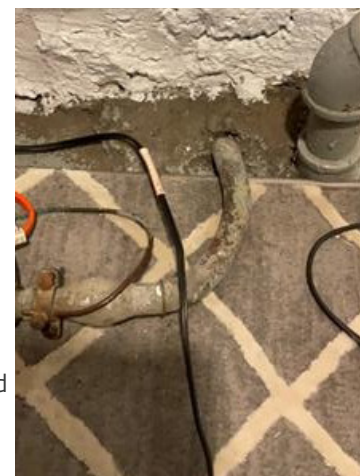


Documentation of a residence with lead service.

LHB's dedicated project manager will act immediately after the Notice to Proceed to set up an initial kickoff meeting to review project requirements and project scope with city staff and the design team. The initial kickoff meeting will be followed by bi-weekly progress meetings, which will include progress updates, a rolling agenda, and issues tracking log. **Additionally, LHB will introduce a new online dynamic tracking tool. This will allow the city staff and the design team access to real-time data to include inspection progress, water service identification, and agreement status. (Example on Page 10.)**

LHB will leverage additional field resources to complete building inspections as soon as possible. Inspections will start almost immediately following the initial kickoff meeting and will be completed as expeditiously as possible to allow for the design to progress on the City's desired schedule. Our drawing production staff will be supplemented, as needed, to complete the design and meet the City's milestone dates as outlined in the RFP.

LHB has a Quality Management Plan (QMP) in place that will be used to establish the minimum quality management requirements for services provided to our clients. At the start of every project, the LHB Project Manager designates an individual to serve as the Quality Manager for the project. This person is responsible for implementing the



Lead line service from earlier Duluth lead inspection

1. GOALS AND OBJECTIVES CONT.



Lead documentation included commercial businesses, multi-unit housing, and single family homes.

QMP and serves as the point of contact for quality-related communication.

For this project, the Quality Manager will monitor the use of personnel and information technology to ensure that adequate resources are being provided to keep the project on schedule. To minimize the need to revisit a property, this individual will review field data as it is collected, especially early on, to verify the information is thorough and complete. Lastly, in order to provide the City with a high quality set of construction documents, the Quality Manager will monitor the data handling, plan development, independent technical review, and constructability reviews to ensure that LHB's written procedures are being followed.

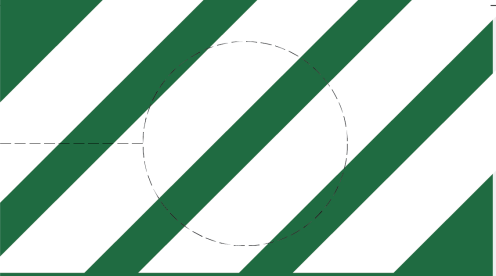
Property Owner Coordination

A primary design task is the inspection of homes/buildings with known lead services to obtain the information needed for plan preparation. Neighborhood outreach and engagement are critically important to the success of the project. Though the public is generally aware of the concerns regarding the health and safety risks associated with lead services, the response rate on the previous projects has been below the City's expectations. In an effort to increase responsiveness, and maximize the response rate, LHB intends to take a more proactive role in the engagement process on this year's project.

To evaluate the presence of bedrock, our team will review all available information, including city sanitary and storm plats, prior to our field visit. Any areas identified with shallow bedrock will be logged into a tracking system which will be utilized to determine the best replacement method. Where rock is present, the City may allow using the existing sanitary sewer service as a conduit for new water and sewer services. The existing service will be pipe burst and the new services pulled in through the burst pipe.

During the 2023 and 2024 Replacement Project, we discovered that knocking on doors on evenings and weekends was the most efficient means of completing inspections. We will send letters to homeowners and renters letting them know when we will be in their area performing inspections, and how they can schedule inspections through our online scheduling program. Immediately, we will canvas the neighborhoods and attempt up to two door knocks, on different days/timeframes, to complete the inspection. After each unsuccessful knock attempt, we will leave a door hanger ([see example](#)) with information to contact LHB to schedule an inspection time that is convenient for the property owner. We will send a follow-up letter and attempt follow-up phone calls to owners with an available phone number. We anticipate the additional outreach will yield more inspections and maximize our response rate.

Additionally, based on lessons learned from the 2024 Lead Replacement Project, our GIS specialist will make updates to our data collection program. The improved program will be utilized during the inspection phase to assist in automation. Each building will be inspected using the data collection program to confirm the type, size, and configuration of the service, and detailed measurements will be made to best correlate the location of the building service to the service connection at the water main. Photo documentation of the service and the indoor meter location will be made to capture the service configuration for inclusion in the plans. Demolition and restoration needs within the building will also be noted. Upon completion of the inspection, the information collected will be submitted through our GIS program and a drawing report will be generated. Improvements to our GIS program will increase automation and efficiency in the drawing production stage of the project.



NOTICE OF LEAD SERVICE REPLACEMENT

This building has been identified as having a lead water service.

The City of Duluth cares about your health and the health of your family.

Lead in drinking water can be harmful. It can impact normal physical and mental development in babies and young children and increase blood pressure in adults.

The City will be replacing your lead water service but needs your help to do so.

We are sorry we missed you. Please call or scan the QR code to schedule an appointment.

LHB Service, Adam Besse:
218.249.7104

LHB Service Email:
leadlineinspection@LHBcorp.com



Mock-up of 2024 leave-behind door knocker to encourage participation/scheduling.

1. GOALS AND OBJECTIVES CONT.

PLANS AND SPECIFICATIONS

Service Configuration

Another key aspect of the work will be centered around the configuration of the service between the water main and the building connection. In general, three types of services are anticipated, based on the potential for past repairs or construction occurring on the right-of-way and/or on private property:

- Private Side Replacement - The portion of the service line that is primarily on private property is lead and needs to be replaced. In this situation, it is likely that a previous City utility project or repair removed and replaced the lead service within the public right-of-way but the portion of the service line on private property is still lead.
- Public Side Replacement - The portion of the service line within the public right-of-way is lead and needs to be replaced. This situation likely occurs if a building owner initiated a repair and replaced the portion of the service on private property but stopped short of replacing the service through the right-of-way and to the water main connection. For these cases, the City will require verification that the private service is not lead by excavating at least three feet beyond the point of the public side replacement. Public side replacement will not require building inspection.
- Public/Private Replacement - The entire service is lead on both private property and public right-of-way and needs to be replaced.

In addition, it is known that several services were constructed such that the sanitary sewer and water services share the same trench. In these situations, the project needs to take adequate precautions to provide the necessary separation between the new water service and the sanitary service to remain, so that the sanitary service is not damaged by the horizontal drilling or trenchless method used.

Plan Production

LHB will develop the plans and specifications as outlined in the RFP. Our established GIS template will continue to be improved upon to add automation and efficiency to the drawing production process. LHB will develop and submit a 30%, 60%, 90% and 100% package for City review and comment. An engineer's estimate will be provided for each review package.

GIS mapping will be leveraged to create the site index maps and individual Lead Service Replacement Site Plans, as well as manage quantity tabulations. Third party utility locations (i.e. gas, communications, electrical, etc.,) will be obtained through a Gopher State One-Call Ticket for the entire project area. The line work from the request will be shown on the plans for reference. Additionally, we will utilize the information collected from studying the City record information to denote the presence of potential shallow bedrock where alternate installation methods may be necessary.

To eliminate extra branch connections of three or more services, or in instances where the existing service crosses an adjacent property to enter the served address, LHB will design up to fifteen (15) small diameter main extensions. LHB will work quickly to identify potential locations for main extensions and provide a marked-up drawing to the City with the proposed locations. Upon acceptance, our survey crew will perform a field topographic survey of the main extension corridor and prepare existing

conditions drawings. Our design team will then prepare plan and profile drawings in accordance with City of Duluth Standards.

Specifications

Due to our involvement with previous LSL projects, LHB has intimate knowledge of the City's special provision template for the Lead Service Replacement Project and will tailor our plans to the specifications such that only minor edits or additions will be necessary. This will allow us to provide a consistent construction document package which will eliminate questions and confusion during bidding and construction.

Design Files and Documentation

These projects produce a large amount of data and documentation, making document management very complex. LHB will develop a GIS site which will be available to city staff, allowing them access to up-to-date data throughout the project. During bidding and construction, access can be given to contractors to reduce the amount of data that needs to be transmitted, reducing work for city staff during bidding. At the conclusion of the project, all design files and information collected during the project will be transmitted to the City in accordance with the requirements of the RFP.

COST ESTIMATING

In the preparation of our proposal, LHB has made a deliberate effort to reasonably define the constraints and potential issues that may arise as part of the design process. As the design of the project progresses through the design phase, cost control relies on ongoing and open communication with city staff. In all aspects of the design, LHB views itself as an extension of city staff, with our foremost goal being the delivery of a successful project within the City's identified budget and schedule constraints.

In the preparation of engineer's estimates of probable cost throughout the design process, LHB relies on its past experience with similar projects, and other available historical unit price cost data, as well as discussions with local contractors. To the extent that unique or unexpected bid items are incorporated in the design, LHB will conduct the necessary research and cost estimation to provide an accurate representation of contractor bid costs.

PROJECT BIDDING

LHB will assist the City with bidding the project. We will provide a final set of construction documents to advertise and bid. Through the bidding phase, LHB will assist by attending the pre-bid meeting, answering questions, and issuing addenda as needed. We can also assist the City in reviewing bids for completeness and provide feedback for contract selection, as we are well aware that finding the right partner in construction is critical to a project's success.



Lead documentation of a multi-unit housing location

2. EXPERIENCE



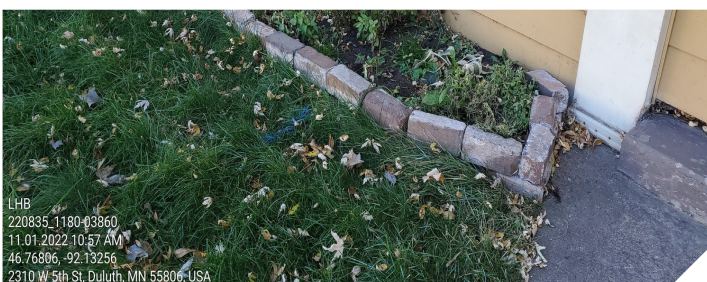
2023 & 2024 LEAD WATER SERVICE REPLACEMENT, LINCOLN PARK

City of Duluth | Duluth, MN

Contaminated water from lead pipes plagues households and businesses throughout the City of Duluth. Duluth has 5,000 water service lines made of lead pipes. To replace all these lines, the City of Duluth has set out to inspect and replace 500 to 1,000 lines every year over five years. The City applied for funding via the Minnesota Department of Health Public Facilities Authority (PFA), which is part of the larger federal aid assistance coming to the state of Minnesota. Approximately 1,000 services were identified to be replaced during 2023. These were subdivided into four separate projects, replacing up to 250 services per project, to ensure biddability by available contractors. LHB was also selected to inspect another 250 lines for 2024.

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

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



LHB
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11.01.2022 10:57 AM
46.76806, -92.13256
2310 W 5th St, Duluth, MN 55806-USA

ENGINEERING SERVICES FOR LEAD WATER SERVICE REPLACEMENTS (FAIRMONT 1 AND LINCOLN 4), #24-99513



SUPERIOR STREET RECONSTRUCTION

City of Duluth | Duluth, MN

The project consisted of full-depth street reconstruction and new signal systems. Utility work included a new water main and service laterals; a temporary water main to provide service during construction; converting the existing steam system to hot water; and a new storm sewer. Private utility work (MP electrical) occurred concurrently with the project. Project improvements included new streetscape elements consisting of decorative sidewalks, street furniture, landscaping, lighting, and other amenity features.

Due to the number and complexity of the utility systems in the design, LHB delivered a complete 3D rendered model of the utilities along the entire project corridor, including inplace utilities identified by potholing and locating. Independent clash detection software was then utilized iteratively for each system to verify clearance and cover requirements.

From a drainage and storm utility perspective, the project afforded a unique opportunity to improve water quality. Existing storm sewer infrastructure from Superior Street generally flowed directly into Lake Superior with minimal treatment. With input from the City, LHB designed multiple, custom, stormwater vault structures consisting of storage, attenuation, and settling basins, to prevent floatable items and solids from leaving the manhole. This allows the City to clean the vaults throughout the year to remove accumulated solids and sediment. These custom stormwater vaults will continue to serve as a City standard and model for future projects.



LHBCORP.COM | 4
Contract No. L31051

2. EXPERIENCE CONT.



RALEIGH STREET
City of Duluth | Duluth, MN

The Raleigh Street Reconstruction project will reconstruct approximately 2,074 LF of roadway including the reconstruction of water main, storm sewer, bituminous pavement, curb and gutter, ADA improvements, and grading on MSAS 108 (Raleigh Street) in Duluth, Minnesota. The neighborhood street, which currently has an industrial feel, will be constructed as an urban section with a design speed of 30 mph. The new roadway will feature single-side parking with corner bump outs to encourage traffic calming and safety. The project will include multimodal improvements with the addition of a mixed-use trail along the north side.

LHB led the public engagement process, assisted the City with conceptual planning, and prepared construction documents for the project. The public engagement and conceptual planning phases for the project were run concurrently, and were successful in building consensus among city staff, stakeholders, and the public. LHB facilitated three public meetings where the residents and stakeholders were asked to provide comments, concerns, and feedback on several design concepts. Ultimately, the design team selected a concept that met the needs of the street's users while achieving the City's project objectives.

The final design of the project included preparing construction documents, coordinating with MnDOT, and permitting with Burlington Northern Railroad. The project is currently under construction.



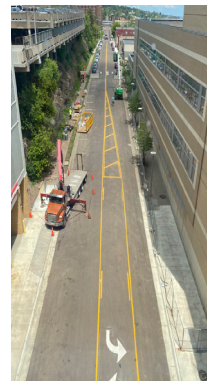
WEST MEDICAL DISTRICT INFRASTRUCTURE
Essentia Health/City of Duluth/Mn Power | Duluth, MN

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

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

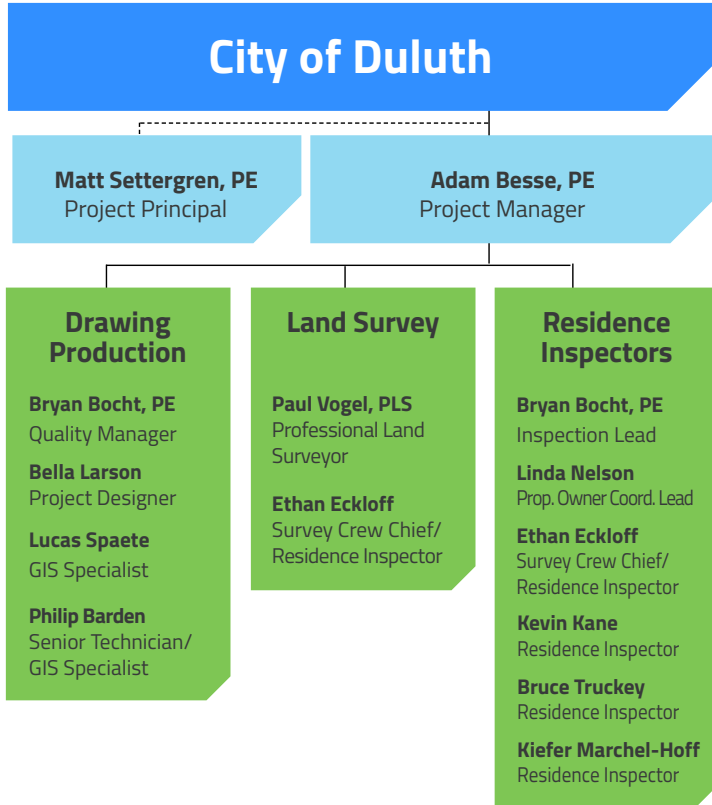
Features of the project design involved:

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



3. PERSONNEL

This proposed team of highly-qualified professional staff will bring a great deal of value to your project. As Project Principal, and responsible for quality assurance, Matt Settergren will be a valuable resource for issues in quality assurance, ensuring consistency, and adherence to your standards throughout the project. Adam Besse will serve as Project Manager. Adam has extensive experience in public engagement for roadway and utility design, and has working knowledge of Duluth's design standards and protocols.



MATT SETTERGREN PE

Project Principal

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

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

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

Relevant Project Experience

CITY OF DULUTH
Duluth Junction/St. Marie W. College to Carver
6th Ave East Extension Design Services

MNDOT - DISTRICT 1

- Duluth London Road Improvements
(SP 6925-145)
- TH 61 Grand Marais Reconstruction

REGISTRATIONS

Licensed Professional Engineer in Minnesota

AFFILIATIONS

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

EDUCATION

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

RECOGNITION

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

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



BRYAN BOCHT PE

Quality Manager/Inspection Lead

Bryan has over 32 years of civil engineering and project management experience. He specializes in street, utility, and parking lot design, site layout and grading, drainage facilities and environmental permitting.

Bryan has wide-ranging experience in working with subcontractors and suppliers, obtaining bidding information and pricing, preparation of construction bids, material procurement, subcontractor scheduling and coordination, and project management.

Relevant Project Experience

CITY OF DULUTH
Lead Water Service Replacement,
Lincoln Hillside

DISTRICT ENERGY OF ST. PAUL | BURLINGTON, VT
Steam Plant Design

DULUTH BURGER COMPANY | DULUTH, MN
Culver's Duluth Remodel

REGISTRATIONS & ACCREDITATIONS

Licensed Professional Engineer in Minnesota and Wisconsin

Design of Construction SWPPP (U of M Erosion and Stormwater Management Certified)

EDUCATION

Bachelor of Science, Civil Engineering,
University of
North Dakota



ADAM BESSE PE

Project Manager

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

Relevant Project Experience

CITY OF DULUTH
Lead Water Service Replacement
Lead Water Service Replacement,
Lincoln Hillside
Superior Street Reconstruction
Raleigh Street Reconstruction

REGISTRATIONS

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

AFFILIATION

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

EDUCATION

Bachelor of Science, Civil Engineering
University of
North Dakota

3. PERSONNEL



EDUCATION

Bachelor of Science,
Civil Engineering,
University of
Minnesota Duluth

BELLA LARSON

Project Designer

Bella's attention to detail is meticulous in planning and designing roads and infrastructure. Her background instilled the importance of detail from her time working as a laborer in building construction, and inspecting, designing, and planning roads, circular and box culverts, and working with survey crews for St. Louis County's Public Works Department. Having designed and provided construction inspection for a number of LHB's City of Duluth projects, Bella has a thorough knowledge of Duluth procedures and standards.

Relevant Project Experience

CITY OF DULUTH

Lead Water Service Replacement

Lead Water Service Replacement,
Lincoln Hillside

East Third Street Reconditioning

East 1st St & East 1st St Alley
Reconstruction

1st Ave. E. from Superior St. to 3rd St
6th Ave. East Extension Design



REGISTRATIONS

Licensed Professional
Land Surveyor in
Minnesota, Alaska,
and Wisconsin

AFFILIATION

State of Minnesota
Board of Architecture,
Engineering, Land
Surveying, Landscape
Architecture,
Geoscience, and
Interior Design
(AELSLAGID) Board
Member and
Past Chair
Minnesota Society of
Professional Surveyors
(MSPS), Member and
Past President

EDUCATION

BS Chemistry;
University of
Minnesota Duluth

RECOGNITION

2016 Surveyor of the
Year, MSPS

PAUL VOGEL PLS

Professional Land Surveyor

Paul has over 36 years of surveying experience and has provided services for various private and public clients. Paul's role is to complete and oversee a variety of professional assignments to facilitate the completion of roads, building sites, recreational areas, developments, and bridges. He performs ALTA/ACSM, boundary, cadastral, topographic, environmental site and route surveys, which involve section subdivision, right-of-way acquisition, and preparation of appropriate legal descriptions. Paul prepares design, concept plats, preliminary plats, final plats, site maps, and a variety of exhibits for land transfers, right-of-way acquisition, easements, and utility infrastructure. He also provides research, computations, layout, field work, drafting, and correspondence.

Relevant Project Experience

CITY OF DULUTH

Superior Street Reconstruction

Duluth Heights Eklund Reconstruction

45th Ave E to 60th Ave E Street

Oxford/Livingston/Glenwood Streets



AFFILIATIONS

Phi Kappa Psi 2017
Service/Philanthropy
Committee Chair

EDUCATION

Master of Science,
Forest Ecology, GIS/
Remote Sensing
Michigan Technological
University

Bachelor of Science,
Natural Resources,
University of Michigan

RECOGNITION

2018 Duluth
Superior Community
Foundation's
Touchstone
Award Finalist

LUCAS SPAETE

GIS Specialist

Lucas brings over 18 years of GIS and research experience to LHB's Energy and Industry Group. Lucas's primary duties include analyzing spatial data through mapping software and designing digital maps with geographic data and various other data sets. Lucas is highly proficient in all aspects of GIS processing, LiDAR processing, remote sensing processing, and creating custom-coded applications in Python, IDL, and R.

Lucas is experienced in designing and implementing field data collections to facilitate ecological remote sensing projects. This includes the use of laser range finders, inclinometers, handheld tablets, ArcGIS Collector, Survey123, survey grade GPS, Trimble GPS, Terrestrial Laser Scanning (TLS), and field spectroscopy.

Relevant Project Experience

CITY OF DULUTH

Lead Water Service Replacement

Lead Water Service Replacement,
Lincoln Hillside



ACCREDITATIONS

Safety Training

EDUCATION

Computer/Mechanical
Drafting Degree,
Wisconsin Indianhead
Technical College
(WITC); Superior, WI

Computer Science,
Math, and Geography
Undergraduate
Studies, University of
Minnesota, Duluth

PHILIP BARDEN

Senior Technician/GIS Specialist

Philip, a senior civil technician, has 29 years of experience creating detailed drawings for site development projects, utilities and pipelines, mechanical systems and buildings. He is responsible for creating AutoCAD drawings, maintaining standard detail libraries, and customizing AutoCAD standards for drawing setup and menus. In the Site Development Group, Philip is responsible for drafting construction documents, making maps for various permitting applications, and helping coordinate and maintain department CADD standards.

Philip is also responsible for using ArcGIS on projects, and he is the Content Expert for LHB's GIS data. Additionally, he has experience in the Pipeline department where he was responsible for the creating, editing, and checking alignment sheets and for developing Excel spreadsheets for client's GIS.

Relevant Project Experience

CITY OF DULUTH

Lead Water Service Replacement

Lead Water Service Replacement,
Lincoln Hillside

Superior Street Reconstruction

3. PERSONNEL



LINDA NELSON CDT
Property Owner Coordination Lead

Linda has 17 years of experience in a project and administrative support role within the design/ construction industry. She currently supports the Public Works and Structures group, assisting with a variety of administrative tasks, including Contract Administration, Proposal Preparation, Engineer's Estimates, Report Preparation, Specifications/Special Provisions, Data Collection, Construction Closeout Documentation, Prevailing Wage / EEO Compliance, One Office, Written and Electronic Communication.

For the past 10 years Linda has worked closely with LHB's Senior Field Inspectors to create and continue monitoring and refining the process for administering construction inspection documentation.

Relevant Project Experience

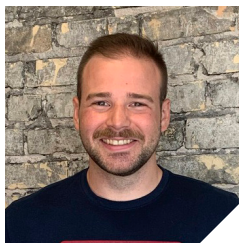
CITY OF DULUTH

Lead Water Service Replacement
Lead Water Service Replacement,
Lincoln Hillside
Superior Street Reconstruction
6th Avenue East Extension

REGISTRATIONS & ACCREDITATIONS
CDT (Construction Documents Technology - CSI)

AFFILIATION
Member of Society for Design Administration, Minneapolis/St. Paul Chapter

EDUCATION
Air Transportation Certificate,
Highline Community College
Electronics Technician Certification,
Washington Technical Institute



ETHAN ECKLOFF
Crew Chief/Residence Inspector

Ethan brings a detailed and inquisitive nature as an Inspector. From his experience as a former Forensic Technician for the Michigan State Police, Ethan excels at documenting and processing voluminous amounts of data, maintaining accurate chain-of-custody with the handling and analysis of information, utilizing complex equipment, working with agencies having jurisdiction, and providing timely reports. At LHB, Ethan supports the Survey Crews and clients on a daily basis, by providing timely data, maps, and records. He provides survey services for municipalities, private developers and owners, and construction companies on projects ranging from infrastructure to new developments. He assists the survey crews in providing boundary surveys, vertical and horizontal control, utility surveys, construction observation, and construction staking and layout. He has acquired multiple survey certifications and is currently pursuing an Associate's Degree in Civil Engineering.

Relevant Project Experience

CITY OF DULUTH

Lead Water Service Replacement
Lead Water Service Replacement,
Lincoln Hillside
1st Ave. E. from Superior St. to 3rd St.
East Third Street Reconditioning

ACCREDITATIONS
MnDOT Grading & MEA OQ ASME 1291 Locate
Underground Pipelines
MEA OQ ASME 1301 Install and Maintain Pipeline Markers
MEA OQ ASME AOC Abnormal Operating Conditions

Veriforce OQ 605 Locate Line/Install Temporary Marking of Buried Pipeline

Veriforce OQ 617 Locate Buried Facilities with and Electro-magnetic Device
Veriforce OQ 618 Install Temporary Marking of Buried Pipeline

EDUCATION

Bachelor of Science, Forensic Biochemistry, Northern Michigan University



KEVIN KANE
Residence Inspector

Kevin has a variety of on-site experience from

his past employment as a Data Engineer/ Logging Geologist, and a Maintenance Technician in the City of Wyoming's Parks and Recreation department. He can problem-solve spontaneously to keep projects and contractors on track. Kevin's attention to detail and ability to communicate well with others has been essential in his leadership of small teams completing work requiring comprehensive safety procedures such as ultra-deepwater oil and gas drilling, and gas detection, and in communicating with clients and the general public. His attention to detail created detailed lithological descriptions of drilled cuttings, maintained wellsite databases, transmitted location data to third-party vendors, and maintaining irrigation system repairs, plumbing, and electrical needs for 21 city-owned parks.

Relevant Project Experience

CITY OF DULUTH

Lead Water Service Replacement
Lead Water Service Replacement, Lincoln Hillside



BRUCE TRUCKEY
Residence Inspector

Bruce provides design-related support, editing,

and verifying engineering specifications and drawings, and producing and modifying material requisition reports per design requirements for pipeline and construction companies. Prior to LHB, Bruce served in the US Army National Guard and was a civil engineering technician for professional design firms specializing in drafting and survey for residential developments. Bruce has focused 24 of his 33 years of experience creating and updating as-built drawings from the field, completing drawing redline modifications, and providing drafting assistance to field technicians and engineers.

Relevant Project Experience

CITY OF DULUTH

45th Ave E to 60th Ave E Street
2008 Bridge Projects
Waseca Industrial Road Extension



KIEFER MARCHEL-HOFF
Residence Inspector

Kiefer has GIS and

research experience from working with regional planners. Prior to joining LHB's Energy & Industry Group, Kiefer worked for the City of Eagan collecting high-accuracy field data to help improve the city's understanding of its stormwater system. At Eagan, Kiefer operated EOS GPS equipment and collaborated with a small team in order to complete tasks using Microsoft Teams, Microsoft Office, Arc Map, and Esri's Field Maps application software. Kiefer also worked at the Arrowhead Regional Development Commission (ARDC), where he applied his skillset to complete regional planning-related projects.

Relevant Project Experience

CITY OF DULUTH

Lead Water Service Replacement
Lead Water Service Replacement,
Lincoln Hillside

4. WORK PLAN

TASK 1 INITIAL SITE VISITS AND CONSULTATIONS

LHB	- Participate in the initial kickoff meeting with city staff to review lead water service replacement targets, review available information, and confirm project scope and complexity. - Review and establish project design criteria. - Meet bi-weekly (at a minimum) with city staff throughout the design to review plan and bidding alternatives for the project. - Prepare meeting agendas, maintain a rolling minutes and issues log. - Provide Property Owner Coordination, including mailing notices and physical outreach to homeowners to secure a time for inspection, and obtain signed work agreements with property owners. - Develop and maintain Quality Management Plan (QMP). - Prepare and organize lead water service information into a tracking log to facilitate owner outreach and serve as a tool throughout the design to monitor and track progress. - Develop dynamic tracking tool to maintain real-time progress tracking. - Perform inspections of businesses and homes identified as having lead services to confirm service location, material, and the location of the sanitary service. Additionally, identify the condition of the meter service location and restoration required, take photos, and provide other records / documentation to prepare the plans.
City	- Ensure key city staff members participate in design meetings and site visits as necessary. - Route and review meeting minutes and provide feedback on project design elements. - Review QMP and provide feedback as desired.
Deliverable(s)	- Initial purpose and inspection notification letters and door hangers. - Meeting minutes/summaries and design criteria summary. - Home / business inspection records and tracking log. - Dynamic Tracking Tool URL (see example on the following page after Task 4). - Quality Management Plan (pdf). - QMP Bluebeam Review Template.

TASK 2 PLANS AND SPECIFICATIONS

LHB	- Prepare plans to include a plan sheet for each building detailing the replacement of the lead water services. Plans will also include: - Title Sheet - Site Index Maps - Statement of Estimated Quantities - Charts - Construction Details - Erosion Control Plan & SWPPP - Lead Service Replacement Site Plans - Water Main Extension Plan and Profile Sheets - Review city sewer plats, GIS and other furnished records for available bedrock information to incorporate. - Complete 30% design submittal to include: - Title Sheet. - Site Index Map. - Statement of Estimated Quantities with anticipated bid items. - A minimum of 3 representative Lead Service Replacement Site Plans. - A minimum of 1 representative Water Main Extension Plan & Profile Sheet. - Develop and maintain accessible GIS database site to maintain up-to-date data. - Complete and submit 60% design plans – complete design to the level that all significant design decisions have been addressed to properly construct the project. - Complete and submit 90% and 100% plan submittals – complete design to biddable level including quantity takeoffs, construction details, and statement of estimated quantities. - Prepare project technical specifications in accordance with City of Duluth standards. - Use Bluebeam software for plan reviews and documentation.
City	- Review and provide feedback on 30% design plans as desired. - Review and provide feedback on 60% design plans as desired. - Review and provide feedback on 90% plans. - Attend and lend input at utility coordination meetings as required.
Deliverable(s)	30% Design Submittal to City. - URL to GIS Database site 60% Design Submittal to City. 90% Design Submittal to City. 100% Final Design Submittal to City. - Bid-ready Special Provisions. - Electronic submittal of design data including GIS Database, design computations, quantity calculations, Inspection notes/photos, Owner Agreements (electronic and hard copies) organized by site and address with sub-folders as required by the City. - Provide a complete list of owner contact information as required in the RFP.

4. WORK PLAN, CONT.

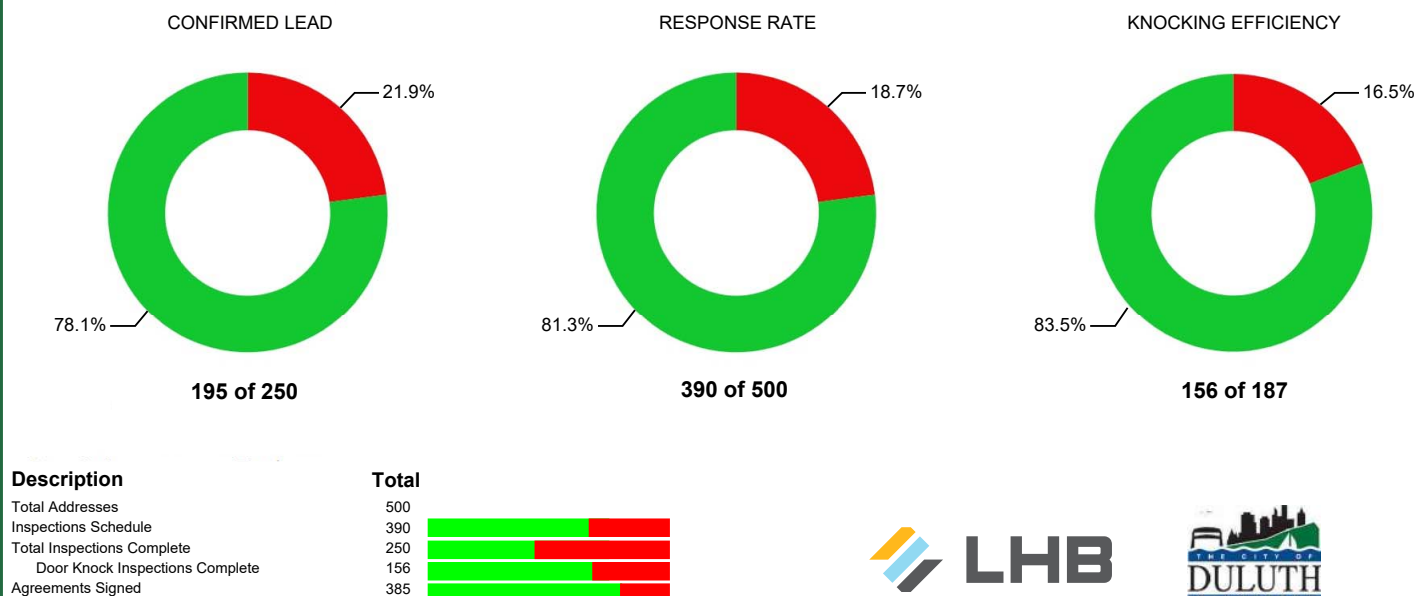
TASK 3 COST ESTIMATE

LHB	- Review available records and prepare recommendations and costs concurrent with the 30%, 60% and 90% plan production. - Identify design and cost alternatives to control costs.
City	- Provide available records and information. - Review and provide input on alternatives and options.
Deliverable(s)	30% Cost Estimate 60% Cost Estimate 90% Cost Estimate

TASK 4 PROJECT BIDDING

LHB	- Answer City and Contractor questions during bidding. - Attend Prebid Conference. - Assist in preparing addenda as needed. - Assist in reviewing bids.
City	Advertising, bidding, and letting management.
Deliverable(s)	Clarifications or addenda as required.

LEAD SERVICE REPLACEMENT DYNAMIC TRACKING TOOL



Mock-up of 2024 Lead Service Replacement Dynamic Tracking Tool

4. WORK PLAN CONT.

		Project Name: Lead Water Service Replacement (Fairmont 1 or Lincoln 4) - Work Plan is for One Project											Project Number: 240364	
WORK PLAN		Client: City of Duluth											Date: 6/11/2024	
		Preparer: LHB												
Work Task	Description	Matt Settergren	Adam Besse	Bryan Bocht	Bella Larson	Lucas Spaete	Phil Barden	Paul Vogel	Ethan Eckloff	Kevin Kane	Kiefer Marchel-Hoff	Bruce Truckey	Linda Nelson	TOTAL HOURS
		Project Principal	Project Manager	Quality Mgr. / Inpec. Lead	Project Designer	GIS Specialist	GIS Specialist Sr. Technician	Survey Lead	Inspector / Surveyor	Inspector	Inspector	Inspector	Admin / Prop. Owner Lead	
1.00	INITIAL SITE VISITS & CONSULTATIONS	12	171	56	280	20	80	28	214	94	94	94	355	1498
1.01	Project Kickoff / Coordination Meeting & Establish Design Criteria	1	3											4
1.02	Meetings with City (Bi-weekly)	5	20	20									20	65
1.03	Mailings & Door Hangers	1	12										60	73
1.04	Develop and Implement Quality Management Plan (QMP)	1	20	36	40		40						20	157
1.05	Project Organization & Inspection Tracking Log Setup	1	44		160	20							80	305
1.06	Gopher State One Call Ticket & Mapping		4				40	4	24					72
1.07	Main Extension Field Survey & Mapping	1	12					24	96					133
1.08	Review Sewer Plat Maps to Document Possible Bedrock		24		80								50	154
1.09	Home & Business Building Inspections (500 each) (Assumes .5 hrs./field inspection, 0.25 hrs./office and 0.25 hrs. Admin/service for coord./tracking)	2	32						94	94	94	94	125	535
2.00	PLANS & SPECIFICATIONS	11	197	152	458	60	520	0	0	0	0	0	8	1406
2.01	Title Sheet (1 sheet)	1	2	1										4
2.02	Site Index Maps (12 sheets)	1	2	1	4		4							12
2.03	Statement of Estimated Quantities and Notes (1 sheet)	1	8	6	50		8							73
2.04	Quantity Tabulations (45 sheets)	1	12	14	80		100							207
2.05	Construction Details (7 sheets)	1	2	1	4		8							16
2.06	Erosion Control Plan & SWPPP (1 sheet)	1	1	1	1		2							6
2.07	Traffic Control Requirements (1 sheet)	1	1	1	1		2							6
2.08	Lead Service Replacement Site Plans (Assumes 500 Sheets)	1	105	85	190	60	260							701
2.09	Main Extension Plan & Profile Sheets (15 Sheets)	1	56	40	128		136							361
2.10	Special Provisions	2	8	2									8	20
3.00	COST ESTIMATE	4	20	0	10	0	20	0	0	0	0	0	12	66
3.01	30% Engineer's Estimate		4		2		4						4	14
3.02	60% Engineer's Estimate	2	8		4		8						4	26
3.03	90% Engineer's Estimate	2	8		4		8						4	26
4.00	PROJECT BIDDING	2	16	0	8	0	8	0	0	0	0	0	8	42
4.01	Bidding Assistance	2	16		8		8						8	42
TOTAL HOURS		29	404	208	756	80	628	28	214	94	94	94	383	3012

5. WORK SCHEDULE

We are committed to working with the City to meet the City’s schedule for reviewed, bid-ready plans by January 2025. We have taken the liberty of expanding on the City’s schedule in the RFP to identify key timelines and milestones we intend to use during the design to track and manage progress. The schedule, as described, meets the City’s timetable and we have the staff and resources committed to ensure the project is completed on time.

SCHEDULE		2024								2025											
		DATES								J	F	M	A	M	J	J	A	S	O	N	D
PRE-DESIGN	6/11/24 - 6/27/24																				
Proposal Submittal	6/11/24 - 6/11/24																				
Council Awards	6/25/24																				
Kickoff Meeting with City	6/27/24																				
INITIAL SITE VISITS & CONSULTATIONS	7/2/24 - 8/30/24																				
Home & Business Outreach / Project Organization	7/2/24 - 7/16/24																				
Home & Business Inspections	7/2/24 - 8/30/24																				
PLANS AND SPECIFICATIONS	7/15/24 - 12/23/24																				
30% Design	7/15/24 - 8/9/24																				
30% Design Submittal and City Review	8/9/24 - 8/23/24																				
60% Design	8/9/24 - 9/27/24																				
60% Design Submittal and City Review	9/27/24 - 10/11/24																				
90% Design	9/27/24 - 11/21/24																				
90% Plan Submittal and City Review	11/21/24 - 12/12/24																				
90% Review Corrections	12/12/24 - 12/22/24																				
100% Final Plans and Spec to City	12/23/24 - 12/23/24																				
COST ESTIMATE	8/1/24 - 12/12/24																				
30% Cost Estimate	8/1/24 - 8/9/24																				
60% Cost Estimate	9/19/24 - 9/27/24																				
90% Cost Estimate	12/5/24 - 12/12/24																				
MDH Plan Coordination	12/26/24 - 1/17/25																				
Plans Submitted to MDH	12/26/24 - 12/26/24																				
MDH Plan Certification	12/26/24 - 1/17/25																				
PROJECT BIDDING	1/23/25																				
CONSTRUCTION	APRIL-NOV. 2025																				

Key Task Subtask Milestone Deliverable

6. REFERENCES

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

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

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

**APPENDIX D – BYRD ANTI-LOBBYING CERTIFICATE
CITY OF DULUTH
RFP# 24-99513
RFP Engineering Services for Lead Water Service Replacements**

The completed certificate must be submitted with your proposal.

APPENDIX D

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

The undersigned, [Company] LHB, Inc. certifies, to the best of his or her knowledge, that:

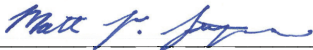
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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



Signature of Contractor's Authorized Official

Matt J. Settergren, Vice President - Public Works

Name and Title of Contractor's Authorized Official

June 11, 2024

Date



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**