



This Agreement, effective June 13, 2023 by and between City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744, hereinafter referred to as "Client," and LHB, Inc., a Minnesota corporation, 21 West Superior Street, Suite 500, Duluth, Minnesota 55802, hereinafter referred to as "LHB," is in response to the following:

- A. Client desires to have certain services done for it in connection with the Bridge 31514 (Horn Bridge) 2023 Safety Inspection project located in Grand Rapids, Minnesota, hereinafter referred to as the "Project."
- B. LHB is able and willing to perform the services.

In consideration of the mutual covenants and agreements contained herein, Client and LHB hereby agree as follows:

**I. SCOPE OF SERVICES**

The services to be provided by LHB include an annual routine bridge safety inspection as described in the attached fee estimate.

**II. COMPENSATION**

Compensation for LHB's Services shall be for a stipulated sum of One Thousand Seven Hundred Seventy-Eight Dollars (\$1,778).


**III. REIMBURSABLE EXPENSES**

The compensation for services includes payment for all costs and expenses that may be incurred by LHB in the performance of services.

This Agreement, including the following Terms and Conditions, represents the entire Agreement between the parties and supersedes all prior written or oral representations. This Agreement may be amended only by a written instrument executed by both parties.

Client and LHB have caused this Agreement to be executed as of the date first shown above.

**LHB, Inc.**

  
\_\_\_\_\_  
Signature

Jon W. Siiter  
\_\_\_\_\_  
Printed Name

Engineering Principal  
\_\_\_\_\_  
Title

**City of Grand Rapids**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

### 1. General Conditions

The laws of the State of Minnesota shall govern this Agreement. Any provision of this Agreement later held to violate a law or regulation shall be deemed void. All remaining provisions shall continue in force.

LHB shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. LHB shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

The parties acknowledge that additional Project costs may result due to omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by LHB.

LHB shall neither have control over, or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work performed by any Contractors for this Project, since these are solely the Contractor's rights and responsibilities.

Any evaluation of Client's budget for the Project, the preliminary estimate of the cost of the Work, and any updated estimates prepared by LHB, represent LHB's professional judgment. It is recognized that LHB does not have control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices, or control over market conditions. Accordingly, LHB does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate prepared by LHB.

If construction administration services are included, LHB, as a representative of Client, shall visit the site as agreed to by Client and LHB in this Agreement, to become generally familiar with the progress and quality of the Work and to determine if the Work in general is being performed in accordance with the drawings and specifications. LHB shall not be expected, nor required, to perform construction administration services beyond those specifically described in this Agreement and its attachments, nor to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work.

Each party binds themselves and their successors to this Agreement. Neither Client nor LHB shall assign this Agreement without the written consent of the other party. Use of sub-consultants normally contemplated by LHB shall not be considered an assignment for purposes of this Agreement. No one will be a third-party beneficiary to the Agreement.

### 2. Client Responsibilities

Client shall provide full information on the requirements for the project.

Client shall provide to LHB, in writing, information known regarding existing conditions. The information will include, as appropriate to the Work: plans, topographic surveys, property line surveys, soil data including borings, reports from regulatory agencies, and prior reports and analyses. LHB shall be entitled to rely upon the information provided.

Client warrants to LHB that any documents provided by Client do not infringe upon the intellectual property rights held by another and will indemnify and defend LHB against any claims of infringement.

Client shall designate a representative, if other than the individual who executes this Agreement, who is authorized to act on Client's behalf to provide requested information and to make timely decisions regarding the Project.

All structures are subject to environmental exposures and require regular monitoring and maintenance to prevent deterioration. Such monitoring and maintenance are the sole responsibility of Client. If routine inspections and maintenance of the Project are not properly performed, damage to the structures may occur and LHB cannot be held responsible for any resultant damage.

### 3. Confidentiality

LHB agrees to keep confidential and not to disclose to any person or entity, other than LHB employees and/or subconsultants retained by LHB for the Project, any data or information furnished by Client that is marked in writing as confidential.

These provisions shall not apply to data or information, in whatever form, that: (1) is in the public domain; (2) is in the possession of LHB prior to this engagement; (3) is independently made available as a matter of right to LHB by a third party without obligation of secrecy; (4) is reasonably necessary for LHB to defend itself from any legal action or claim; (5) is required to be disclosed by statute, code, regulation, subpoena or other process of law.

Notwithstanding other provisions outlined above, Client shall make no request of LHB that, in the reasonable opinion of LHB, would be contrary to LHB's professional responsibilities to protect the public. Client agrees to take no action against or attempt to hold LHB liable in any way for, carrying out what LHB reasonably believes to be its public responsibility.

### 4. Use of LHB's Documents

The documents prepared by LHB ("Documents"), including Documents in electronic format, are solely for use with respect to this Project. All Documents, including drawings and specifications prepared or furnished by LHB pursuant to this Agreement, are the instruments of service to the Project, and LHB shall retain all common law, statutory and other reserved rights, including copyright. LHB grants Client a nonexclusive license to use the Documents solely for purposes of

constructing, using, maintaining, and altering the Project, so long as Client performs its obligations under this Agreement, including prompt payment of all sums when due. This license will terminate immediately upon a breach of this Agreement by Client.

If LHB's Documents are modified or otherwise altered by Client, a subsequent design professional, or any other party at Client's direction, Client agrees to indemnify, defend and hold LHB harmless for any claims, demands, damages or causes of action to the extent caused by such modification or alteration.

If Client requests Documents in electronic format, they will be limited to those used for bidding. Unless designated as record drawings, Client is responsible to account for any subsequent changes made to the Project during bidding by addendum, during construction by change order, or changes otherwise made by Contractor. Client will indemnify and hold harmless LHB from all claims caused by Client's use of the electronic Documents.

### 5. Payment Terms

Payments are due upon receipt of LHB's invoice. Amounts unpaid thirty (30) days from the date of LHB's invoice shall bear interest at the rate of eight percent (8%) per annum or 0.67% per month on the unpaid balance.

If it is necessary to enforce collection on any amount past due under this Agreement, Client shall reimburse LHB for all legal and other reasonable costs related thereto, including, but not limited to, attorney's fees, court costs, expert witness fees, professional and administrative time at regular hourly rates, and other collection costs.

### 6. Change in Work Scope

If a change in the Work is the result of a required item or component of the Project omitted from the Documents, Client shall be responsible for the cost required to add such an item or component to the Project, if such item or component would have been required and included in the original Documents. LHB is not responsible for costs to the Project that provide an upgrade or enhances the value of the Project.

If there is a material change in the circumstances or conditions that affect the scope of Work, compensation, schedule, allocation of risks, or other material terms of this Agreement, LHB shall notify Client and Client and LHB shall promptly, and in good faith, enter into negotiation to address the changed conditions, including equitable adjustment to LHB's compensation. In establishing fees for any additional services to be performed, LHB shall utilize the current rate sheet.

### 7. Dispute Resolution

Unless the parties mutually agree otherwise, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time after a claim, dispute, or other matter in question has arisen. No demand for mediation shall be made after the date when the legal or equitable proceedings, based upon such a claim, dispute, or other matter in question, would have been barred by an applicable statute of limitation.

### 8. Termination

In the event of substantial failure by one party, through no fault of the terminating party, to perform in accordance with the terms of this Agreement, this Agreement, and the obligation to provide further services under this Agreement, may be terminated by either party upon giving seven (7) calendar days written notice.

In the event of termination not the fault of LHB, LHB shall be compensated for all services performed and reimbursable expenses incurred prior to termination.

### 9. Consequential Damages

LHB and Client waive consequential damages for claims, disputes, or other matters in question arising out of, or relating to, this Project or Agreement.

### 10. Limitation of Liability

To the maximum extent permitted by law, Client agrees to limit LHB's liability for Client's damages to the sum of Fifty Thousand Dollars (\$50,000) or LHB's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

### 11. Energy Tax Deduction 179D

LHB may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce the overall energy use of a building. If LHB determines that this Project meets the relevant 179D criteria, Client agrees to allocate the tax deduction to LHB by signing an Acknowledgement Form, which is required by the IRS to receive the deduction.

### 12. Attachments

The following documents are attached and made an integral part of this Agreement.

- a. Fee Estimate Worksheet



**Project Name** Br. 31514 - 2023 Routine Safety Inspection  
**Client** City of Grand Rapids  
**Preparer** Jon Siiter

**Project Number** 230438  
**Date** June 12, 2023

**2023 FEE ESTIMATE WORKSHEET**

| Project Breakdown<br>Task<br>Description         | P1                   | P3               | P4               | P5                           | P9               | P10              | P12              | T1              | T3                          | T5            | T7              | T10         | T12   | Total<br>Labor<br>Costs<br>(\$) |
|--|----------------------|------------------|------------------|------------------------------|------------------|------------------|------------------|-----------------|-----------------------------|---------------|-----------------|-------------|-------|---------------------------------|
|  | Project<br>Principal | Profess.<br>Eng. | Profess.<br>Eng. | Profess.<br>Eng.             | Profess.<br>Eng. | Profess.<br>Eng. | Profess.<br>Eng. | Senior<br>Tech. | Senior<br>Tech.             | Lead<br>Tech. | Inter.<br>Tech. | Tech.       | Tech. |                                 |
| <b>Task 1 - Annual Routine Bridge Inspection</b> | \$ 240               | \$ 205           | \$ 180           | \$ 170                       | \$ 125           | \$ 115           | \$ 105           | \$ 130          | \$ 115                      | \$ 100        | \$ 90           | \$ 75       | \$ 65 | \$ -                            |
| Bridge Safety Inspection                         |                      |                  |                  |                              | 6                |                  |                  |                 |                             |               |                 |             |       | \$ 750.00                       |
| SIMS Data & Updates/QA                           |                      | 2                |                  |                              | 4                |                  |                  |                 |                             |               |                 |             |       | \$ 910.00                       |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
|  |                      |                  |                  |                              |                  |                  |                  |                 |                             |               |                 |             |       | \$ -                            |
| <b>Total Hours</b>                               | -                    | 2                | -                | -                            | 10               | -                | -                | -               | -                           | -             | -               | -           | -     | \$ -                            |
| <b>Travel Expenses</b>                           | <b>Qty</b>           | <b>Rate</b>      | <b>Cost</b>      | <b>Other Direct Expenses</b> |                  |                  |                  | <b>Cost</b>     | <b>Labor Cost</b>           |               |                 | \$ 1,660.00 |       |                                 |
| Travel to Bridge 31514 for Routine Inspection    | 180                  | 0.655            | 117.90           | Mail / Delivery              |                  |                  |                  |                 | <b>Travel Costs</b>         |               |                 | \$ 117.90   |       |                                 |
|  |                      | -                | -                | Printing                     |                  |                  |                  |                 | <b>Direct Costs</b>         |               |                 | \$ -        |       |                                 |
|  |                      | -                | -                | Other                        |                  |                  |                  |                 |                             |               |                 |             |       |                                 |
|  |                      | -                | -                |                              |                  |                  |                  |                 |                             |               |                 |             |       |                                 |
|  |                      | -                | -                |                              |                  |                  |                  |                 |                             |               |                 |             |       |                                 |
|  |                      | -                | -                |                              |                  |                  |                  |                 |                             |               |                 |             |       |                                 |
|  |                      | -                | -                |                              |                  |                  |                  |                 |                             |               |                 |             |       |                                 |
|  |                      | -                | -                |                              |                  |                  |                  |                 |                             |               |                 |             |       |                                 |
| <b>Total Travel Costs</b>                        |                      |                  | 117.90           | <b>Total Direct Costs</b>    |                  |                  |                  | -               | <b>Total Estimated Cost</b> |               |                 | \$ 1,777.90 |       |                                 |