

Agreement for Professional Services

This Agreement is effective as of September 13, 2021, between The City of Grand Rapids, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension Project.

Client's Authorized Representative: Mayor Dale Christy

Address: 420 North Pokegama Avenue
Grand Rapids, MN 55744

Telephone: 218.259.4668 **email:** dchristy@ci.grand-rapids.mn.us

Project Manager: Sara Christenson PE (Lic. Mn)

Address: 1200 SE 4th Avenue, Suite 200
Grand Rapids, MN 55744

Telephone: 218.322.4513 **email:** schristenson@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

See the attached Proposal for Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension Project dated June 17, 2020, for Phase 3-Design/Bidding and Phase 4-Construction/Project Inspection task descriptions. Separate miscellaneous task will be setup as an hourly fee for Wetland Delineation and Easement Preparation.

Schedule: The schedule will meet the U.S. Department of Commerce Economic Development Administration timeline, with the start of construction beginning at the latest of January 20, 2023. It is proposed to have the project bid letting during the spring of 2022 (pending all permitting and easements are obtained).

Payment: A retainer in the amount of \$0 will be paid in advance of Consultant starting work and will be applied to the final invoice(s).

Task 1: Phase 3-Design/Bidding

The lump sum fee is \$242,500 including expenses and equipment

Task 2: Phase 4-Construction/Project Inspection

The lump sum fee is \$277,200 including expenses and equipment.

Task 3: Wetland Delineation

The fee is hourly estimated to be \$5,000 including expenses and equipment

Task 4: Easement Preparation

The fee is hourly estimated to be \$15,000 including expenses and equipment

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 or A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

The City of Grand Rapids, MN

By: 

Sara Christenson
Title: Client Service Manager

By: _____
Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



Building a Better World
for All of Us®

June 17, 2020

Matt Wegwerth
Public Works Director/City Engineer
City of Grand Rapids
420 N. Pokegama Road
Grand Rapids, MN 55744

RE: Proposal for Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension Project

Dear Mr. Wegwerth:

The City of Grand Rapids is proceeding with an important project with the Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension project. Short Elliott Hendrickson Inc. (SEH®) is committed to providing the same proven team to Grand Rapids to meet the requirements of this EDA-funded project.

We will draw on our familiarity with the project, having completed the preliminary layouts, exhibits and cost estimates for the City, to comply with all funding requirements and help you meet the tight schedule for this project. We have carefully selected our team members based on each of the project tasks in your scope of work and the steps that will be required to stay on schedule and within budget.

We have introduced the qualifications of our team and provided supporting information in this proposal. We look forward to the opportunity to discuss this project with you further. Please don't hesitate to contact me at 218.322.4513 or schristenson@sehinc.com if you have any questions or would like additional information.

Respectfully submitted,



We look forward to working with the

City of Grand Rapids to deliver this

important project.

A handwritten signature in black ink, appearing to read "Sara Christenson".

**SARA CHRISTENSON, PE
PROJECT MANAGER/
CLIENT SERVICE MANAGER**



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

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

SEH is a registered trademark of Short Elliott Hendrickson Inc.

GRANR 155929



Executive Summary

The City of Grand Rapids is moving forward with an important project that will extend sanitary sewer and water infrastructure to serve a vacant manufacturing site. We have assembled a project team that is invested in the success of this project, prepared to build on our strong track record in Grand Rapids.

Based on our relevant experience and knowledge of the requirements for Economic Development Administration (EDA) projects, we have identified the following critical success factors for this project.

ABILITY TO MEET EDA REQUIREMENTS UNDER A TIGHT SCHEDULE

We have selected our team members and developed our approach to meet the following objectives for an EDA project:

- Develop a plan to meet the aggressive schedule for Phases 1 and 2
- Build a positive relationship with the Federal EDA grant administration staff
- Meet the Federal EDA funding requirements

Selecting a consultant with the right experience and knowledge of the EDA process, from design through construction, will be crucial to this project's success. SEH will draw on the knowledge we have from preliminary work and experience with the process to make sure your project stays on track.

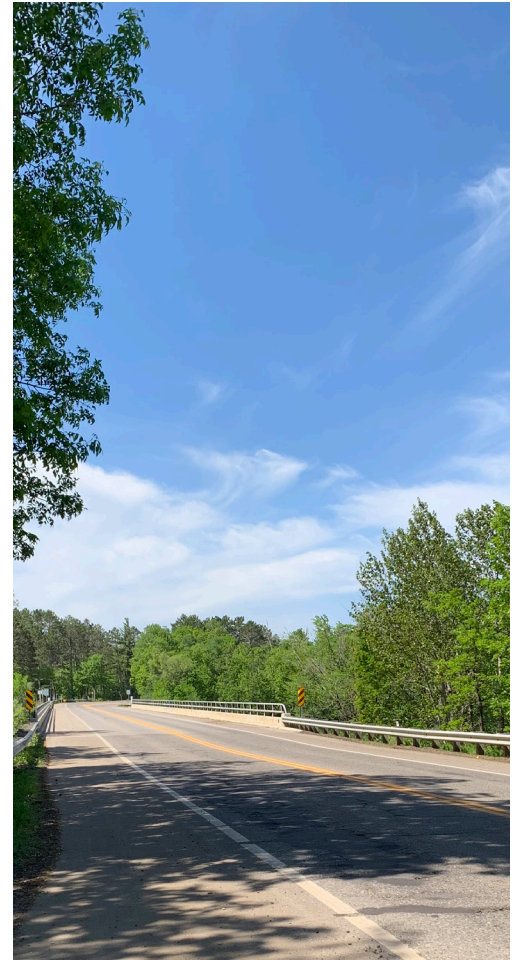
PROACTIVE APPROACH TO COORDINATION AND PERMITTING

We will offer a thoughtful plan to stakeholder and agency coordination. This includes the following:

- **Railroad** – Coordination and permitting with BNSF for the subsurface utility crossing
- **MNDNR** – Efficiently navigating the utility river crossings by successfully working through the DNR process
- **Cohasset** – Understanding the impact to Cohasset and their needs on the project

The agency coordination with BNSF and MNDNR is especially important, as there is the potential for delays if those permits and requirements are not addressed in a timely fashion. Our extensive experience positions our team to anticipate those challenges and address them accordingly.

As the City Engineer for Cohasset, SEH is positioned to make sure there is cohesion between their needs and the overall requirements of the contract with Grand Rapids.



WE LOOK FORWARD TO CONTINUING OUR STRONG WORKING RELATIONSHIP WITH GRAND RAPIDS BY DELIVERING THIS IMPORTANT PROJECT.

QUALITY PLANS AND THOUGHTFUL PROJECT MANAGEMENT TO MANAGE CONSTRUCTION COSTS

SEH is committed to providing quality plans with minimal change orders. We will then provide the following approach to construction inspection:

- Documenting compliance with EDA requirements through construction
- Preparing clear and accurate plans and specifications for favorable bid prices
- Using RTVision's One Office for accurate construction documentation and quantity tracking

HOW WE MEET YOUR SELECTION CRITERIA

Below we have provided a glance at how SEH meets each of your Request for Proposal (RFP) evaluation criteria, positioning our team to once again successfully deliver for the City of Grand Rapids.

SEWER AND WATER SYSTEM EXPERIENCE

Our team members have completed countless sanitary sewer and water projects, including recent infrastructure extensions in Grand Rapids (Golf Course Road Utility Extension and Great River Acres). With the ability to address complex challenges in these areas, such as subgrade utility crossings, we are confident we are the right team to deliver this project for Grand Rapids.



It is also this relevant experience that provides us with the technical knowledge to guide this project through BNSF permitting and the DNR process. We have provided additional information about this experience in the personnel and project experience sections of our proposal.



DESIGN AND CONSTRUCTION INSPECTION EXPERIENCE

The SEH team in our Grand Rapids office offers extensive experience providing design and construction inspection on a range of projects in the City. Past projects in Grand Rapids within the last three years include 2017 Infrastructure Improvements, 2018 NE Improvements and Great River Acres Infrastructure. Each project included water main, sanitary and storm sewer as part of a street reconstruction. This team will be supported by individuals who have experience on similar projects when it comes to developing high-quality, constructible plans.

We will draw on this experience to provide thoughtful design and carry quality through construction inspection. We have provided additional information on our experience in these areas in the personnel and project experience sections of our proposal.



EDA EXPERIENCE

We have selected team members with experience handling each step to guide a project with EDA funding through the process, from the National Environmental Policy Act (NEPA) Environmental Narrative and the Preliminary Engineering Report (PER) to construction and project closeout. It is from that knowledge that we are able to offer the initial insights in this proposal about how we can meet all EDA requirements under a tight schedule, as outlined in our project approach.



FIRM HISTORY AND LOCATION

The Grand Rapids SEH office is proud of the fact that the City of Grand Rapids has selected SEH as your Primary Consultant for every RFP you have solicited for proposals. This equates to more than 10 years of working with the City as your Primary Consultant. We offer multidisciplined resources in our office that are supported by subject matter experts regionally and throughout our company.

Our commitment to you is to draw on that long history to implement smooth projects while easing the workload for your staff. We look forward to doing that again on this project.



PRICE

Our approach to price is to consider the lifecycle costs of the project to provide you with the best value. To accomplish this, SEH will monitor all project activity to make sure the work delivered is what we agreed to, and completed as budgeted and scheduled.

This early development and continued review throughout project production improves communication, quality management and production, and reduces scope creep. As requested in the RFP, we have provided our price as part of our proposal.



Firm and Team History

FIRM HISTORY

SHORT ELLIOTT HENDRICKSON INC. (SEH®)

SEH is an employee-owned engineering, architectural, environmental and planning company that helps government, industrial and commercial clients find answers to complex challenges.

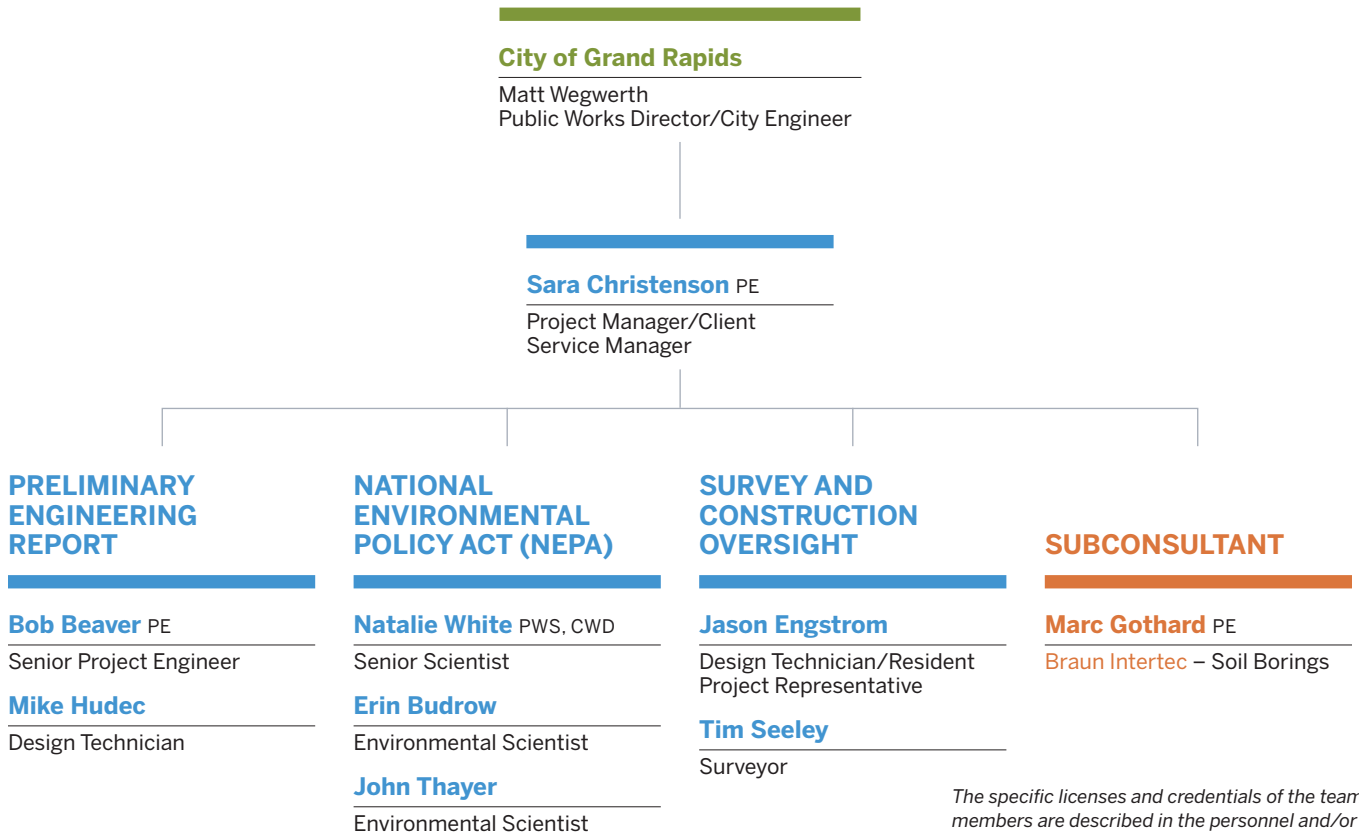
Our 800-plus employee-owners share a core purpose: Building a Better World for All of Us®. This approach reflects a companywide commitment to improving the quality of life by designing safer, more sustainable infrastructure for government, and helping industrial and commercial clients achieve their business goals.

Headquartered in St. Paul, Minnesota, and with 31 offices in nine states, you'll find evidence of our work throughout the United States.

TEAM HISTORY

Our team has a strong working history with Grand Rapids, having served as Primary Consultant for the City for the last 10 years. We also provide services to other nearby communities, including serving as the City Engineer for Cohasset for more than 25 years.

PROJECT ORGANIZATIONAL CHART



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

SARA CHRISTENSON PE

PROJECT MANAGER/CLIENT SERVICE MANAGER

Sara will be the overall project manager and primary point of contact for the City. She will be responsible for overseeing the work and monitoring the project's budget and schedule. Sara is a professional engineer with a master's degree in civil/structural engineering. She has a background as a graduate research and teaching assistant at the University of Minnesota Duluth. She has demonstrated strong management, analytical and problem solving skills. Sara has widespread experience with civil projects from design of municipal streets and utilities to multi-acre developments. Her main responsibilities include cost estimating, project management and heading the design in the Grand Rapids office.

RELEVANT PROJECT EXPERIENCE:

- o Golf Course Road Utility Extension – Grand Rapids, MN
- o 2019 Street Improvements – Grand Rapids, MN
- o 2018 NE Improvements – Grand Rapids, MN
- o Mississippi Riverfront Bridge – Grand Rapids, MN
- o Great River Acres Development Site around New School – Grand Rapids, MN



8
YEARS OF
EXPERIENCE



EDUCATION

Masters of Science
Civil/Structural Engineering
University of Minnesota-Duluth

Bachelor of Science
Civil Engineering
University of Minnesota-Duluth

Associate of Arts
Rainy River Community College -
International Falls, MN



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in Minnesota

BOB BEAVER PE

SENIOR PROJECT ENGINEER

Bob will lead the investigation and development of the Preliminary Engineering Report (PER) during Phase 2 of the project. He is a principal and senior engineer with more than 26 years of experience on a wide variety of civil works projects from concept plans to construction. Bob is also the office manager for the SEH Grand Rapids office. His responsibilities include feasibility studies, preliminary and final design, cost estimating, project management and construction supervision.

RELEVANT PROJECT EXPERIENCE:

- o Golf Course Road Utility Extension – Grand Rapids, MN
- o Grand Itasca Clinic and Hospital Utility Extension – Grand Rapids, MN
- o 2018 NE Improvements – Grand Rapids, MN
- o Mississippi Riverfront Bridge – Grand Rapids, MN
- o Water Improvements – Cohasset, MN



26
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Civil Engineering
Civil Engineering
University of Minnesota-Twin Cities



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in Minnesota

NATALIE WHITE PWS, CWD

SENIOR SCIENTIST

Natalie will be responsible for supporting the NEPA environmental tasks during Phase 1 of the project. She has more than 11 years of experience in development of conservation management plans; wetland plant ecology; wetland delineation and delineation review; monitoring and maintenance of vegetation in wetland restoration and mitigation projects; classification of native plant communities; and threatened and endangered species surveys. Natalie also has experience in Global Positioning System (GPS) locating, preparing maps and figures using Geographic Information Systems (GIS), water quality sampling, and in-compliance inspection for construction stormwater.

RELEVANT PROJECT EXPERIENCE:

- Lester Lake Scientific and Natural Area Adaptive Management Plan (MNDNR) – Hubbard County, MN
- Red Lake WMA Mapping (MNDNR) – Red Lake Wildlife Management Area, MN
- Mesabi Trail, TH 169 Underpass to County Road 88 (Saint Louis Lake County Rail Authority) – Morse Township, St. Louis County, MN
- TH 53 Relocation Project Wetland Permitting Services (MnDOT District 1) – Virginia/Eveleth, MN
- St. Louis River Natural Area Corridor Survey (Minnesota Land Trust) – Duluth, MN



12
YEARS OF
EXPERIENCE



EDUCATION

Master of Science
Biology (Minor: Applied Mathematics)
University of Minnesota-Duluth

Bachelor of Science
Biology
Iowa State University-Ames



REGISTRATIONS/CERTIFICATIONS

Professional Wetland Scientist (PWS),
Society of Wetland Scientists

Certified Wetland Delineator (CWD),
University of Minnesota Water
Resources Center

ERIN BUDROW

ENVIRONMENTAL SCIENTIST

Erin will lead the development of the NEPA environmental narrative during Phase 1 of the project. She is part of several SEH project teams delivering complex wetland delineations, habitat assessments, botanical surveys, monitoring of wetland mitigation sites and reporting. Erin's experience includes completing more than 100 wetland delineations in Minnesota and Wisconsin.

RELEVANT PROJECT EXPERIENCE:

- 2019 Street Improvements – Grand Rapids, MN
- Mississippi Riverfront Bridge – Grand Rapids, MN
- Cohasset Connection Trail – Grand Rapids, MN
- Red Lake WMA Mapping (MNDNR) – Red Lake Wildlife Management Area, MN
- Wastewater Pond Expansion – Deer River, MN



5
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Biology (Minor: Geographic
Information Systems)
University of Wisconsin-Superior

Associate Arts
Lake Superior College - Duluth, MN

JOHN THAYER

ENVIRONMENTAL SCIENTIST

John will support the NEPA tasks for the project. He is a project scientist with experience leading environmental survey crews that have worked on a variety of private and public sector projects across 15 states including wetland and waterbody delineations, rare flora surveys, native plant community mapping, invasive and noxious species surveys, tree and shrub surveys and culturally sensitive species surveys. John is approved by the Minnesota Department of Natural Resources to conduct surveys for protected species including general vascular plants.

RELEVANT PROJECT EXPERIENCE:

- Twin Ports Interchange Wetlands (MnDOT District 1) – Duluth, MN
- Hermantown-Lakeside Interceptor Rehabilitation (Western Lake Superior Sanitary District) – Duluth, MN
- Wetland Services (MnDOT District 1) – Various Locations in MnDOT District 1, Minnesota
- Northeast Eagan Sanitary Sewer Upsize – Eagan, MN
- Infrastructure Improvements – Deerwood, MN



6
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Plant Biology (Minor:
Computer Science)
University of Minnesota-Twin Cities

JASON ENGSTROM

DESIGN TECHNICIAN/RESIDENT PROJECT REPRESENTATIVE

Jason will be our on-site RPR during construction, serving as the City's representative at the project site and facilitating communication with the contractor. He has more than 26 years of experience with design and construction administration, survey, and acting as an RPR. The types of projects on which Jason has worked include multi-use trails, construction and rehabilitation of streets, drainage systems, utility rehabilitation and reconstruction, and county roadway projects.

RELEVANT PROJECT EXPERIENCE:

- Golf Course Road Utility Extension – Grand Rapids, MN
- 2019 Street Improvements – Grand Rapids, MN
- Great River Acres Development Site around New School – Grand Rapids, MN
- 19th Avenue Railroad Crossing Improvements – Grand Rapids, MN
- 3rd Avenue Northeast Railroad Crossing Improvements – Grand Rapids, MN



26
YEARS OF
EXPERIENCE



EDUCATION

Associate
Civil Engineering Technology
Northwest Technical College -
Detroit Lakes, MN



REGISTRATIONS/CERTIFICATIONS

Aggregate Production,
Bituminous Street I & II
Concrete Field I & II
Grading & Base I & II
Erosion & Stormwater Management-
Construction Installer
Signals and Lighting
Minnesota Department of
Transportation

MIKE HUDEC

DESIGN TECHNICIAN

Mike will support the development of the PER during Phase 2 of the project. He is a design technician with experience on a range of project types, including many projects in Grand Rapids. Mike has experience in software such as AutoCAD Civil 3D 2018 and ArcMaps GIS. His strong software technical skills have contributed to projects such as utility improvements and extensions, water and sewer plans, and road and trail projects.

RELEVANT PROJECT EXPERIENCE:

- o Golf Course Road Utility Extension – Grand Rapids, MN
- o 2019 Street Improvements – Grand Rapids, MN
- o 2018 NE Improvements – Grand Rapids, MN
- o Great River Acres Development Site around New School – Grand Rapids, MN
- o Water and Sewer Plan (Grand Rapids Public Utilities Commission) – Grand Rapids, MN



2
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Geography
Bemidji State University - Bemidji, MN

Bachelor of Science
Design Technology
Bemidji State University - Bemidji, MN



REGISTRATIONS/CERTIFICATIONS

Design of Construction SWPPP,
University of Minnesota

TIM SEELEY

SURVEY CREW CHIEF

Tim will be responsible for leading the survey activities on the project. He is a survey crew chief with more than 24 years of experience. Tim manages field crew operations for construction layout by preparing necessary survey information for the successful completion of various projects. He has performed calculations and produced necessary documentation for the completion of various municipal and transportation projects including building and site layout, multi-use trails and resurfacing projects.

RELEVANT PROJECT EXPERIENCE:

- o 2019 Street Improvements – Grand Rapids, MN
- o Great River Acres Development Site around New School – Grand Rapids, MN
- o Mississippi Riverfront Bridge – Grand Rapids, MN
- o 19th Avenue Railroad Crossing Improvements – Grand Rapids, MN
- o Cohasset Industrial Park – Cohasset, MN



24
YEARS OF
EXPERIENCE



EDUCATION

Associate
Surveying Technology
Hennepin Technical College -
Eden Prairie, MN



REGISTRATIONS/CERTIFICATIONS

Certified Survey Technician,
Level III, National Society of
Professional Surveyors

Aggregate Production, Minnesota
Department of Transportation

MSHA 8 Hour Refresher, Mine Safety
and Health Administration



Similar Infrastructure Design and References

GREAT RIVER ACRES AND GOLF COURSE ROAD UTILITY EXTENSION

GRAND RAPIDS, MN



Great River Acres Infrastructure involved the construction of two municipal roadways: 22nd Avenue SW and 8th Street SW. These roadways are used to access the proposed West Elementary School as well as future single and multi-family homes. The project included turn lane construction, bituminous roadway construction, sidewalk construction, lighting, storm sewer, stormwater management areas, sanitary sewer, water main and all associated appurtenances.

Golf Course Road Utility Extension involved extending the existing water main and sanitary sewer main from the intersection of Golf Course Road and Majestic Pines along the south side of the road to the intersection of Golf Course Road and 22nd Avenue SW, and thence crossing Golf Course Road to the north. This project included all associated appurtenances for the gravity sanitary sewer, lift station, force main, casing pipes, water main and hydrants.

SIMILARITIES

- Sanitary sewer
- Lift station/force main
- Water main
- Itasca County subsurface utility crossings (CR 23)
- Work within Itasca County right-of-way

PROJECT CONSISTED OF SIMILAR ITEMS

- 4,220 LF water main (1,207 LF directionally drilled)
- 11 total hydrants
- 3,335 LF of sanitary sewer (474 LF directionally drilled)
- Lift station (18 ft. depth)
- 780 LF of force main (693 LF directionally drilled)
- Site restoration
- Erosion control
- SWPPP



CLIENT

City of Grand Rapids



COST

\$3,750,000



REFERENCE

Matt Wegwerth
Public Works Director/City Engineer
218.326.7625

2018 SOUTH INFRASTRUCTURE

DEER RIVER, MN



The project was an extensive rehabilitation project that included water, sanitary sewer, storm sewer and street improvements. Coordination and phasing were important with the need to provide access to King Elementary School and residents on four blocks.

South Infrastructure Improvements involved reconstruction of 3rd Street SE from 4th Avenue SE to 5th Avenue SE, 5th Avenue SE from 3rd Street SE to King Elementary School, 4th Street SE and 5th Street SE from 4th Avenue SE to 5th Avenue SE, and 6th Avenue SE from 4th Street SE to 5th Street SE. The project included bituminous roadway construction, sidewalk construction, storm sewer, stormwater outlet area, sanitary sewer, water main and all associated appurtenances.

SIMILARITIES

- Sanitary sewer
- Water main
- Railroad crossing

PROJECT CONSISTED OF SIMILAR ITEMS

- 4,135 LF of water main
- 8 total hydrants
- 1,050 LF of sanitary sewer
- Site restoration
- Erosion control
- SWPPP



CLIENT

City of Deer River



COST

\$2,047,000



REFERENCE

Mark Box
City Administrator
218.246.8195

FELIX/BEIER ADDITIONS INFRASTRUCTURE

COHASSET, MN



Felix/Beier Additions Infrastructure involved extending sanitary sewer and water main service to a unserved area between the Mississippi River and the railroad tracks on the south side of TH 2. The utility extensions provided service to existing homes and a new attached townhouse complex. The project included water main, sanitary sewer, two lift stations, two subsurface railroad track crossings and street reconstruction.

SIMILARITIES

- Sanitary sewer
- Lift station/force main
- Water main
- Subsurface railroad crossing
- MnDOT utility work within right-of-way

PROJECT CONSISTED OF SIMILAR ITEMS

- 6,940 LF 8-in. PVC sanitary sewer
- 1,795 LF force main (166 LF jacked under railroad)
- 31 manholes
- 7,000 LF 8-in. and 12-in. water main
- 13 total hydrants
- 166 LF 16-in. bored steel casing
- 199 LF 20-in. bored steel casing
- Site restoration
- Erosion control



CLIENT

City of Cohasset



COST

\$1,060,000



REFERENCE

Duane Kilde
Public Works Superintendent
218.259.3942



Familiarity with USEDA Grant Administration

As required for a project with EDA funding and outlined in the City’s RFP, this project will be completed in four phases. SEH’s experience shows that there are important milestones to guide a project through this process and comply with all requirements. These include:

- Efficiently providing the NEPA Environmental Narrative during Phase 1
- Structuring the PER around the 11 categories required for EDA
- Following all EDA requirements during construction
- Documenting these steps through project closeout and submitting reports accordingly to comply with EDA requirements

For this specific project, it will be important to address the following considerations during the four phases:

Phase 1 – Meet the tight schedule. We will coordinate closely with you to make certain this happens. We will also work throughout the process to build and maintain positive working relationships with the federal staff administering the EDA grant.

Phase 2 – Build on the preliminary layout drawing and cost estimate that SEH completed for the discussions between the Federal EDA and Grand Rapids. We will draw on this prior knowledge to efficiently complete the PER.

Phase 3 – Provide a proactive approach to specific challenges for this project. SEH will hold key stakeholder meetings and continuous communication to address challenges such as the utility crossing a railroad while complying with all EDA requirements for design and bidding.

Phase 4 – Follow specific steps to provide documentation for EDA-funded projects during construction. We will serve as the City’s agent while making certain that all reporting and documentation is completed.

We have provided further details on the steps we will follow for each phase in our **Project Approach** section. A list of our experience with EDA projects is provided below.

PROJECT LOCATION	PROJECT NAME
NEPA, PER, DESIGN AND CONSTRUCTION	
City of Virginia	Infrastructure for Joy Global (now called Kamatzu)
City of Herman	Flood Mitigation Project
City of East Grand Forks	Minnesota Flood Control and “Invisible” Floodwall
City of McGregor	Airport Improvement Project
City of Cambridge	Industrial Park Development
City of Sandstone	Infrastructure for Business/Medical Park
City of Wauwatosa	Utilities/Street Infrastructure for Accelerator Building
City of Sauk Rapids	Industrial Park East Infrastructure Improvements
NEPA, PER	
City of Becker	2019 Sherco 2 Lot Phase 1 Infrastructure and 2017 EDA PER and NEPA
PER	
City of Sandstone	Industrial Park Expansion
NEPA	
City of Cohasset	Industrial Park Phase 2 Spec Building



Availability and Location of Key Personnel

Based on our conversations with you and the preliminary engineering cost estimating we have completed for this project, SEH has assembled a team with resources to meet all required schedules and deadlines.

We are positioned to allocate resources from our Grand Rapids office to manage this project, and we intend to make certain we meet the highest of your expectations, as well as those of local stakeholders. Having technical resources and teams covering the full range of necessary disciplines allows us to add additional team members from nearby offices, should those project needs arise.



Project Approach

SEH has developed our project approach based on the field work we have already done in the area, our knowledge of this project, and our experience on similar projects. We believe the key factors for successfully delivering this project include the following:

- Meeting the aggressive schedule for Phases 1 and 2
- Building a positive relationship with the Federal EDA grant administration staff
- Meeting the Federal EDA funding requirements
- Coordination and permitting with BNSF for the subsurface utility crossing
- Efficiently navigating the utility river crossings by successfully working through the DNR process
- Preparing clear and accurate plans and specifications for favorable bid prices
- Using RTVision's One Office for accurate construction documentation and quantity tracking

We have provided our approach to the tasks outlined in the City's scope for this project below.

NEPA ENVIRONMENTAL NARRATIVE – PHASE 1

Services will consist of completing the EDA Environmental Narrative Template as described in the most current version of the EDA Environmental Narrative Requirements. The document is structured with five categories:

1. Project Description
2. Historic/Archeological Resources
3. Affected Environment
4. Mitigation
5. Attachments

The document is similar to an Environmental Assessment Worksheet (EAW), but is specific for the Federal EDA.

Erin Budrow, located within the SEH Grand Rapids office, will be the lead for Phase 1. The team proposed to complete this task completed a NEPA Environmental Narrative for the City of Cohasset in April of 2020. We are very familiar with the requirements and have an experienced team that can efficiently complete this phase.

The schedule is very tight for this task, and timely coordination with the City will be very important to stay on schedule. We are confident that we can meet the schedule.

We have the capabilities to furnish additional services if needed and as you may request. Possible additional services that are not included in the project include the following:

- On-site wetland/waters delineations
- Wetland mitigation plans
- Phase I and Phase II Environmental Site Assessments
- Detailed noise analysis
- Endangered species effect determination or biological assessment
- Public engagement (e.g., public hearing)

PRELIMINARY ENGINEERING REPORT – PHASE 2

Services will consist of conducting an investigation and preparing an EDA PER as described in the most current version of the EDA PER requirements.

The document is structured with 11 categories:

1. Description of the Project Components
2. Statement that Components are Consistent with the EDA Investment Project Description
3. Drawings Displaying the General Layout
4. Feasibility Analysis for the Constructability of the Project
5. Method of Construction
6. Number of Construction Contracts Anticipated
7. Detailed Cost Estimate
8. Real Property Acquisition
9. List of Permits
10. Estimated Project Schedule
11. Overall Project Budget Breakdown

Bob Beaver, located within the SEH Grand Rapids office, will be the lead on this phase. The required PER could be compared to a combination of a Special Assessment Feasibility Report and a Rural Development PER. SEH is very familiar with these types of reports.

SEH completed the preliminary layout drawing and cost estimate that has been used to date for the discussions between the Federal EDA and the City of Grand Rapids. Our familiarity with the project and project costs, existing data and documents will lead to efficient delivery during Phase 2.

DESIGN AND BIDDING – PHASE 3

PROJECT MANAGEMENT AND PROJECT KICK-OFF

Sara Christenson will be the overall project manager and primary contact for the City and all project-related communications. She will review the project schedule regularly with the team and City to ensure deadlines are understood and the progression of tasks is fully met in terms of achieving critical milestones and project expectations.

A project kick-off meeting will be held immediately after award of the project with key City staff. This meeting will:

- Introduce project team members
- Develop an understanding of your project expectations
- Transfer knowledge/files from City staff and SEH
- Identify critical success factors for your project
- Discuss constraints for design
- Discuss private utility conflicts and proposed relocations
- Include a site visit to review conditions and discuss approach (if necessary)

Upon completion of the project kick-off meeting, SEH will conduct a series of **key stakeholder meetings**. These meetings will provide communication so that design efforts stay on track with the project schedule. Initial key stakeholder meetings include:

- City of Cohasset
- BNSF Railroad
- Minnesota DNR

We have included **four City coordination meetings** throughout the design phase of the project to coordinate with the City and review design elements.

DELIVERABLES: Project management documentation, kickoff meeting agenda and minutes, status meeting agendas and minutes, and progress reports.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Limiting potential changes during construction will be critical to ensure the project budget is met not only at bidding but at completion of construction. We will customize our companywide QA/QC review program to develop an ongoing QA/QC process that will help limit and plan field changes.

Key quality control checks include:

- **Adequacy of design** – Independently check and verify all design documents and calculations.
- **Plan form and content** – Utilize plan review checklists to verify that plans meet all City and Federal EDA requirements.
- **Quantity calculations** – Two independent calculations will be completed, compared and rectified.
- **Cost Estimates** – Current bid tabulations used to prepare estimates and contractor verification for any non-standard items.
- **Site walkthrough** – Review the site again prior to final plan signatures.

DELIVERABLES: Continuous quality control.

DATA COLLECTION AND FIELD SURVEY

We will work with the City and Grand Rapids Public Utilities (GRPU) to collect all available data for review during the design process. The primary information we will review includes the following:

- As-built drawings for tie-in points
- Any available sanitary televising tapes
- City GIS utility information
- Parcel and plat information



The review of the above information will allow us to best determine existing utility locations to create alignments with the minimal conflicts with existing utilities.

We have teamed with Braun Intertec as our geotechnical subconsultant. Braun will drill 12 standard penetration test borings along the proposed infrastructure alignments, at about 1,000 ft. intervals, extending them to nominal depths of 12 to 20 ft., or refusal. Braun will drill two additional borings for the proposed lift stations, extending them to a nominal depth of 24.5 ft.

The standard penetration tests will be at 2.5 ft. vertical intervals to a depth of about 15 ft., and at 5 ft. intervals at greater depths. The borings will establish the existing soils condition to allow the proper design of the lift station and main line utilities.



We will **complete the topographic design survey** to supplement survey data that has already been collected with the preliminary design activities and previous projects in the area. Tim Seeley, survey coordinator and crew chief out of the SEH Grand Rapids office, will lead the survey activities on the project.

The information collected will include identification of visible features in the project area, invert elevations of storm, sanitary, and water structures, data collections suitable for establishing right-of-way, and creation of base mapping using this data.

We will **coordinate with private utility companies** to apprise them of the upcoming work. We will hold a meeting with all of the local utilities and your staff. During our coordination meeting we will:

- Discuss potential construction conflicts
- Discuss any work that private utilities may want to coordinate during this project

We will coordinate with public agencies to **verify any permits** that will be required for the project. Our initial preliminary list of permits includes:

- Utility work within MnDOT ROW (may not need this permit)
- Utility work within Itasca County ROW
- BNSF Subsurface Crossing Permit
- MNDNR River Crossing
- MN DOH Water Main Extension
- MPCA Sanitary Sewer Extension

These will be evaluated relative to the project schedule. Once the list of permits is further defined, it will be communicated to the City for confirmation on our approach.

DELIVERABLES: Summary of requested City data, utility coordination, topographic survey, geotechnical report, and summary of permits.

DESIGN

SEH will prepare final design plans and specifications in accordance with City and Federal EDA standards. Our special provisions will be combined into the City's contract provisions to complete the entire bid proposal. As part of the final plans and specifications we will:

- Define the schedule and controls for contractors that give the City power to enforce the schedule
- Clearly identify traffic control, detours and residential/business access requirements
- Identify temporary utility impacts

We propose 60% and 90% design review meetings with the City to review the documents and make any necessary changes before the bidding documents are finalized. All plan sets will be prepared and delivered in the format and order required by the City.

Cost estimates will be prepared for this project in the PER phase, 90% review submittal and final submittal. The PER cost estimate will be based on major quantities and will include contingency. The 90% and final estimate will be based on a detailed quantity takeoff.

Our team will also assist the City with approvals and permitting.

BIDDING ASSISTANCE

The project team will provide bidding services that include the following:

- Review and coordinate the bid provisions to be in compliance with the Federal EDA
- Finalize bid documents and upload documents distribution
- Advertise the project in the local official City paper (Grand Rapids Herald Review) and electronically through QuestCDN
- Provide clarification to potential bidders
- Answers questions and generate addenda (if required)
- Hold electronic online bid opening
- Review submitted bids
- Provide letter of recommendation for bid award
- Execute contracts with contractor and City

CONSTRUCTION/PROJECT INSPECTION – PHASE 4

CONSTRUCTION ADMINISTRATION AND OBSERVATION

Our on-site Resident Project Representative (RPR), Jason Engstrom, will be the project manager's agent at the site and will serve as the City's representative at the project site as the primary point of contact with the contractor. We will keep the City informed of the progress and ensure that the work is proceeding in accordance with the contract documents.

The specific construction administration duties to be provided by the SEH team will include:

- Arranging and conducting preconstruction meeting with the City, contractor, subcontractors and utilities
- Conducting weekly project meetings with the contractor and City
- Conducting Shop Drawing review and approval
- Daily construction field observations
- Record keeping of daily construction conditions and contractor progress

- Measuring, verifying and recording pay item progress for pay estimates
- Documenting construction activities and quantities in RTVision's One Office
- Coordination of materials testing
- Change order review and recommendations
- Preparation of monthly pay estimates through RTVision's One Office
- Preparation of punch list items prior to final payment
- Final inspection
- Warranty Inspection

CONSTRUCTION STAKING AND RECORD DRAWINGS

As-built drawings will be completed to City standards and any Federal EDA requirements. As-built drawings will include the following:

- Location/elevation of all City utilities
- Documentation on field changes
- Measurements and field notes for locating purposes
- Survey monuments

Construction staking will be the responsibility of the contractor and is not included in this proposal. As-built surveying will be completed on the following items:

SANITARY SEWER

- Cleanouts, (TC, inverts, coordinates, elevations)
- Manholes (TC and inverts)
- Lift stations (TC, inverts, coordinates, elevations)
- Service wyes - distance from downstream manhole
- Pipe and fittings included in CAD .dwg

STORM SEWER (IF NEEDED)

- Catch basins and manholes (TC, inverts, coordinates, elevations)
- Aprons (coordinates and elevation)
- Pipe and drantile in CAD .dwg
- Centerline of ditches

WATER

- Curb stops (TC, inverts, coordinates, elevation)
- Corporation stops (coordinates)
- Valves (TC, inverts, coordinates, elevation)
- Hydrants and pipe plugs (coordinates)
- Pipe and fitting included in CAD .dwg

DELIVERABLES: Printed hard copies (11x17) up to three plan sets, electronic copy in PDF and AutoCAD formats, .pdf of record drawings, Excel spreadsheet with as-built information, CAD files for utilities, and CAD files for alignments/

EDA FUNDING REQUIREMENTS DURING CONSTRUCTION

Documentation will be completed pursuant to the rules and regulations for EDA-funded projects and will include the following activities:

- Collect and review weekly certified payroll reports for the contractor and subcontractors
- Collect weekly signed Statement of Wage Compliance from contractor and subcontractors
- Verify hours worked and rates of pay for the contractor and subcontractor
- Maintain a file of weekly certified payroll reports
- Submit a copy of weekly certified payroll reports to the City and the Federal EDA
- Conduct at least two wage rate interviews to confirm wage rates
- Document "Buy American" provisions
- Maintain documentation for all products and equipment purchased in accordance with the "Buy American" provisions. Documentation includes (1) US made components, (2) National waivers (3) Project specific waivers and (4) De Minimis components
- Prepare monthly report of project completion status

DELIVERABLES: Weekly certified payroll reports, wage rate interview documentation and "Buy American" documentation.

Price Proposal

The SEH team has carefully assessed the tasks and activities associated with the City of Grand Rapids' RFP and scope of services for the Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension project. In response, we have provided the cost information below.

Costs were determined based on our previous experience and known areas where an emphasis of time and focus is necessary to position the project for success. Our costs also factor in our unique knowledge of the work that has been done, with an eye towards identifying potential efficiencies and cost savings.

PHASE 1 - NEPA

Lump Sum - \$11,500

PHASE 2 - PER

Lump Sum - \$12,300

PHASE 3 - DESIGN AND BIDDING

Project cost is estimated at \$3,080,000. The City of Grand Rapids and SEH are currently under contract, identifying SEH as the City's Primary Consultant. Within this agreement is a fee schedule that lists fees based on a percentage of the awarded bid amount. At the time of the agreement preparation, the latest cost estimate is used to determine the fee. For this type of a project with Federal funding, the design and bidding fee would be 7.5% of the awarded bid amount. The soils investigation would be an additional fee. SEH has chosen to treat this project as it was going through the existing agreement, The fee for the design and bidding is 7.5% of \$3,080,000 or \$231,000. The additional fee for the soil borings and geotechnical report is \$11,500. This is a total lump sum fee of \$242,500.

PHASE 4 - CONSTRUCTION/ PROJECT INSPECTION

Project cost is estimated at \$3,080,000. The City of Grand Rapids and SEH are currently under contract, identifying SEH as the City's Primary Consultant. Within this agreement is a fee schedule that lists fees based on a percentage of the final construction cost. At the time of the agreement preparation, the latest cost estimate is used to determine the fee. For this type of a project with Federal funding, the construction/project inspection fee would be 9.0% of the final construction cost. SEH has chosen to treat this project as it was going through the existing agreement. The fee for the construction/project inspection is 9.0% of \$3,080,000 or a total lump sum fee of \$277,200.

SEH is committed to continue working as a trusted partner for the City of Grand Rapids. We are confident that you will find our team to be the right fit to work with you to meet the goals of this project.



**City of Grand Rapids, MN
Grand Rapids/Cohasset Industrial Redevelopment
Sanitary Sewer and Water Extension Project
PRICE PROPOSAL**

(To be filled out completely and attached to Proposal packet)

Legal Business Name: Short-Elliott-Hendrickson, Incorporated

Address: 21 NE 5th Street, Suite 200, Grand Rapids, MN 55744

Phone: 218.322.4500

Email: bbeaver@sehinc.com

Print Name and Title: Bob Beaver, Principal

Authorized Signature: 

Date: June 17, 2020

Are you proposing to use other companies or firms in this project as a partnership? If yes, please list them below with contact names.

NEPA Environmental Narrative – Phase 1:

Fixed-Price Proposal for basic (NEPA Environmental Narrative) A/E services is: \$11,500

NEPA Environmental Narrative Phase completion date: July 13, 2020

Print name and title: Bob Beaver, Principal

Authorized Signature: 

Date: June 17, 2020

Please describe in detail what is included for this price proposal listed above (may be typed or written on this form or an attached sheet of paper and initialed).

See Attached

Preliminary Engineering Report - Phase 2:

Price Proposal for basic (Preliminary Engineering Report) A/E services is: \$12,300

Preliminary Engineering Report Phase completion date: July 13, 2020

Print name and title: Bob Beaver, Principal

Authorized Signature: 

Date: June 17, 2020

Please describe in detail what is included for this price proposal listed above (may be typed or written on this form or an attached sheet of paper and initialed).

See Attached


Design/Bidding - Phase 3:

(Price for Phase 3 shall be based on the enclosed preliminary engineering maps and cost estimate. If the project scope changes during design, fee adjustments may be negotiated.)

Price Proposal for basic (Design/Bidding Phase) A/E services is: \$242,500

Design/Bidding Phase completion date: May 24, 2021

Print name and title: Bob Beaver, Principal

Authorized Signature: 

Date: June 17, 2020

Please describe in detail what is included for this price proposal listed above (may be typed or written on this form or an attached sheet of paper and initialed).

See Attached

Construction/Project Inspection – Phase 4:

(Price for Phase 4 shall be based on the enclosed preliminary engineering maps and cost estimate. If the project scope changes during design, fee adjustments may be negotiated.)

Price Proposal for basic (Construction/Project Inspection) A/E services is: \$277,200

Construction/Project Inspection Phase completion date: October 1, 2021

Print name and title: Bob Beaver, Principal

Authorized Signature: 

Date: June 17, 2020

Please describe in detail what is included for this price proposal listed above (may be typed or written on this form or an attached sheet of paper and initialed).

See Attached

SEH Price Proposal Attachment

Details on What is Included

Phase 1 – NEPA

- Preparation of environmental narrative that follows the most current version of the EDA Environmental Narrative Requirements.
- The narrative will include:
 - Beneficiaries
 - Proposed Construction
 - Need and Purpose
 - Alternatives to the proposed project
 - Historical/Archeological Resources
 - Existing databases will be researched and information gathered
 - SHPO will not be contacted without EDA direction
 - Affected Environment
 - Affected Area
 - Costal Zones – N/A
 - Wetlands
 - Review existing delineations within the project limits
 - Fill in any areas that are not delineated with desktop delineations
 - Determine if there are any impacts
 - Describe mitigation plan
 - Floodplains
 - Review for 100 – year floodplain
 - Endangered Species
 - Land Use and Zoning
 - Solid Waste Management
 - Hazardous or Toxic Substances
 - Water Resources
 - Water Supply and Distribution
 - Wastewater Collection and Treatment Facilities
 - Environmental Justice
 - Transportation
 - Air Quality
 - Noise
 - Permits
 - Public Notification/Controversy
 - Cumulative Effects
 - Mitigation
 - List of Attachments
- SEH will assist the City of Grand Rapids to complete the Applicant Certification Clause
- Deliverables include the prepared document with the attachments. Final product will be in PDF format and hard copies.

Initialed



Bob Beaver, Principal



Phase 2 – PER

- Preparation of Preliminary Engineering Report that follows the most current version of the EDA Preliminary Engineering Report Requirements.
- The report will include:
 - Description of project components
 - Statement that components are consistent with EDA investment project description
 - Drawings that show the general layout
 - A feasibility analysis for the constructability of the project
 - Proposed method of construction
 - Number of construction contracts anticipated
 - Current detailed construction cost estimate
 - List of required permits
 - Overall estimated project schedule
 - Overall project budget breakdown
 - Administration and legal expense
 - Land, Structures and ROW
 - Relocation expenses
 - Engineering and architectural fees
 - Other engineering and architectural fees
 - Project inspection fees
 - Site work
 - Demolition and removal
 - Construction
 - Equipment
 - Miscellaneous
 - Contingencies
- Deliverables include the prepared document with the attachments. Final product will be in PDF format and hard copies.

Initialed *BB*
Bob Beaver, Principal

Phase 3 – Design/Bidding

- Guide the City of Grand Rapids through the design of the project
- Preparation of complete and accurate construction drawings and specifications
- Adhere to all EDA funding requirements as follows:
 - Kick-off meeting
 - Data collection
 - All necessary field survey
 - Including establishing appropriate property boundaries
 - 60% and 90% review
 - Prepare bid ready technical and construction plans and specifications
 - Front end specifications will meet EDA standards
 - Assist the City of Grand Rapids throughout the bidding process
 - Provide a recommendation of award after reviewing bids
 - Determine quantities and funding scenarios
 - Utilize RTVision's One Office enterprise software
 - Obtain bids from contractors
 - Obtain bids electronically
 - Meet EDA requirements
 - Prepare all necessary environmental/construction permits
 - Include but not limited to, required permit to cross Mississippi River and Sub-Surface BNSF Crossing
 - Coordinate the notification process for Disadvantage Business Enterprises (DBEs)
 - Prepare Ad for Bid
 - Publish in the Grand Rapids Herald Review and electronic service
 - Prepare and provide necessary copies drawings, contracts and specifications and distribute to appropriate parties
 - Conduct one pre-bid meeting
 - Respond to bidder questions
 - Administer bid opening
 - Receipt of bids
 - Compare bids
 - Check for compliance with contract requirements
 - Call references
 - Confirm math and tabulate results
 - Make written recommendation to award contract
 - Modify contract documents based on bid addenda
 - All engineering services will be in compliance with 2 CFR Appendix II to Part 200 – Provisions for Non Federal Entity Contracts Under Federal Rewards

Initialed



Bob Beaver, Principal

Phase 4 – Construction/Project Inspection

- Guide the City of Grand Rapids through the construction administration and construction observation phases of the project
- Adhere to all EDA funding requirements throughout the construction phase of the project
- Construction/Project Inspection Phase
 - Construction Administration
 - Prepare for and attend Preconstruction meeting
 - Provide consultation and advice to the City during construction, meet with the City with progress reports, resolve conflict and coordinate the work as needed
 - Conduct Shop Drawing review and approval
 - Conduct Davis Bacon wage confirmation interviews
 - Prepare supplementary sketches required to resolve construction issues
 - Respond to contractor questions
 - Attend final review of the project and prepare punch list
 - Prepare as-built drawings
 - Print and distribute as-built drawings to the City. As-built drawings will be submitted in PDF format, electronically in AutoCAD and hard print copy
 - Construction Observation
 - Provide daily construction observation of the work in progress based on the Contractor's schedule
 - Monitor materials for compliance with specifications
 - Monitor quality of construction for compliance with specifications
 - Prepare weekly site observation reports covering progress of work, delays and any unusual events
 - Coordination of materials testing
 - Monitor construction progress and assist the City in preparing quarterly reports to the Federal EDA
 - Preparation of monthly pay estimates with quantities reviewed by the contractor
 - Certify monthly pay estimates to the City
 - All inspection records, observation reports and monthly pay estimates will be completed in RTVision's One Office
 - Preparation of punch list items prior to final payment
 - Final inspection
 - Warranty Inspection
 - EDA Funding Requirements during construction
 - Collect and review weekly certified payroll reports for the contractor and subcontractors
 - Collect weekly signed Statement of Wage Compliance from contractor and subcontractors
 - Verify hours worked and rates of pay for the contractor and subcontractor
 - Maintain a file of weekly certified payroll reports
 - Submit a copy of weekly certified payroll reports to the City and the Federal EDA
 - Conduct at least two wage rate interviews to confirm wage rates
 - Document "Buy American" provisions
 - Maintain documentation for all products and equipment purchased in accordance with the "Buy American" provisions. Documentation includes (1) US made components, (2) National waivers (3) project specific waivers and (4) De Minimis components
 - Prepare monthly report of project completion status

Initialed



Bob Beaver, Principal



Exhibit A-1
to Agreement for Professional Services
Between The City of Grand Rapids, MN (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 13, 2021

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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SEH HOURLY BILLABLE RATES – 2021

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE ⁽¹⁾
Principal	\$170.00 - \$270.00
Project Manager	\$140.00 - \$240.00
Senior Project Specialist	\$135.00 - \$220.00
Project Specialist	\$100.00 - \$175.00
Senior Professional Engineer I	\$115.00 - \$180.00
Senior Professional Engineer II	\$140.00 - \$225.00
Professional Engineer	\$105.00 - \$165.00
Graduate Engineer	\$85.00 - \$135.00
Senior Architect	\$125.00 - \$210.00
Architect	\$110.00 - \$150.00
Graduate Architect	\$85.00 - \$110.00
Senior Landscape Architect	\$115.00 - \$170.00
Landscape Architect	\$95.00 - \$125.00
Graduate Landscape Architect	\$85.00 - \$100.00
Senior Scientist	\$130.00 - \$170.00
Scientist	\$90.00 - \$135.00
Graduate Scientist	\$80.00 - \$105.00
Senior Planner	\$130.00 - \$210.00
Planner	\$100.00 - \$150.00
Graduate Planner	\$90.00 - \$120.00
Senior GIS Analyst	\$110.00 - \$175.00
GIS Analyst	\$100.00 - \$120.00
Project Design Leader	\$120.00 - \$185.00
Lead Technician	\$105.00 - \$170.00
Senior Technician	\$90.00 - \$135.00
Technician	\$65.00 - \$115.00
Graphic Designer	\$90.00 - \$145.00
Administrative Professional	\$55.00 - \$130.00

CLASSIFICATION - FIELD STAFF	BILLABLE RATE ⁽¹⁾
Professional Land Surveyor	\$110.00 - \$160.00
Lead Resident Project Representative	\$95.00 - \$155.00
Senior Project Representative	\$90.00 - \$135.00
Project Representative	\$75.00 - \$125.00
Survey Crew Chief	\$85.00 - \$135.00
Survey Instrument Operator	\$60.00 - \$95.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project. The rates shown are subject to change.

Effective: January 1, 2021
Expires: December 31, 2021



SEH SCHEDULE OF EXPENSES – 2021

Vehicle Mileage Rates

2021 IRS Rate..... \$0.56/mile

Vehicle Allowance Costs

Resident Project Representative\$16.00/day

Survey and Field Vehicle \$4.50/hour + \$0.56/mile

Survey Equipment

Robotic Total Station.....\$30.00/hour

Global Positioning System (GPS).....\$30.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$3.00/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ^{(1) (2)}

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy ⁽³⁾	0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy ⁽³⁾	0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar			5.00	
CD Copy				3.00
Lamination	2.00	3.50	3.50/sq. ft.	
Laminated Foamcore				
- up to 30"x42"			40.00	
- larger than 40"x60"			75.00	
3-Ring Binder	<i>size</i>	1" 2" 3" 4"		
	<i>cost</i>	3.20 4.80 5.60 7.24		
Machine Folding				0.02
Binding				
- wire				3.60
- comb				3.20
Covers				
- custom				0.15
- blank				0.03
Tabs (white)				0.20
Mailing/Processing				UPS or USPS rates

(1) prices include operator time

(2) prices denote single-sided printing

(3) standard stock, white paper used for pricing

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



Exhibit A-2
to Agreement for Professional Services
Between The City of Grand Rapids, MN (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 13, 2021

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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