

Sent via Electronic Mail

February 24, 2023
Revised March 13, 2023

Mr. Mike Kennison
Water and Wastewater Supervisor
City of Monroe
1224 10th Avenue West
Monroe, Wisconsin 53566

**Re: Proposal for Civil Engineering Services
Congressional Directed Spending - Lead Service Line Replacement Program
City of Monroe, WI**

Dear Mr. Kennison:

Congratulations on being one of the communities selected for Congressional Directed Spending! This is a fantastic win for our community. We appreciate the opportunity to assist the City of Monroe with implementing a Lead Service Line Replacement Program as our firm has been very successful in completing these lead service line replacement projects. The following outlines our understanding of the proposed scope of work, as well as our proposed time frame and fees to complete. Our team understands the City of Monroe wishes to secure the \$1,022,000 grant with 20 percent match requirements.

SCOPE OF SERVICES

Service Line Inventory

The City of Monroe has over 500 suspected lead services, which are currently being identified through surveys and physical inspections. Fehr Graham will work with your public works staff and MSA to build a layer and mapping system in ESRI for data input. The ESRI mapping will allow staff to enter inventory information, which can be associated with each service to build and map the initial inventory based on approximate installation dates and physical inspections. Our staff will work with the City of Monroe to establish the estimated list and areas of concern for service replacement projects to be designed around. Fehr Graham will work with the City staff to create a Project Plan and Service Specifications to replace lead services within the community in an effort to mitigate the health risks associated with drinking water service host pipes, as mandated by the U.S. Environmental Protection Agency (US EPA).

Project Plan and Grant Application

Fehr Graham will prepare an EPA required Project Plan and Grant Application as part of this phase of work. The Project Plan will include detailed information on the City distribution system along with projected cost, environmental requirements, and financial numbers required for evaluation. The grant application will include debt ordinance, funding nominations, and EPA bidding requirements, including Build America, Buy America (BABA) bidding certification rules.

Design Plans, Specifications and Bidding Documents

Fehr Graham will prepare a set of general Design Plans and Specifications for the replacement of lead service lines based on the City of Monroe securing \$1,022,000 through Congressional Directed Spending funding. These plans and specifications will be prepared in accordance with City and EPA grant requirements. The intent will be to utilize a unit price approach, as each of the service lines will be different. The cost will then be based on the scope involved with each individual service. Based on bid prices from other replacement projects, we anticipate the funding will replace approximately +/- 100 services. Fehr Graham will perform bidding services and negotiation for the bid project once the City has received a commitment from the EPA for the project design and funding requirements.

Construction Engineering Observation, Contract Management, and Grant Management and Administration

Fehr Graham will provide on-site Construction Engineering Observation, Contract Management, and Grant Management and Administration for the City of Monroe on this anticipated \$1,000,000 construction project as part of the grant requirements of recorded installation and observation QA/QC methods. Observation is quite time consuming on service replacement projects and the City can be assured our personnel have experience and have previously performed many of these projects to date. Fehr Graham staff will work with City Staff to ensure the lead service replacements are installed to City standards and documented to Wisconsin Department of Natural Resources (WDNR) satisfaction. Temporary Easements will be obtained for all residential property project work as part of the construction engineering efforts on the City's behalf. As-builts records for each service will be delivered to the City staff at the end of the project for each service location.

EXCLUSIONS

The following items are **not** included in the scope of services:

- » Topographic or Field Survey
- » Utility Locates
- » Actual Water Main/Service Locations – General Location Only
- » Easements or Property Owner Permission
- » Permit Fees
- » Material Testing
- » Construction Staking

Any of the above services can be performed at an additional cost to the project upon request.

FEES

We are prepared to perform the outlined Scope of Services for the estimated fees as indicated below. Should the scope not meet your objectives, please contact us and we can modify the scope and, if necessary, adjust the fees accordingly. Alternatively, if at such time the Scope of Services shall expand, additional engineering services may be required, and additional compensation will be discussed prior to proceeding. It should be noted, the City of Monroe will need to provide engineering funding for the Project Plan, Design, and Loan Application phases, which can be counted towards their 20 percent match requirement.

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee amounts:

• Initial LSL Inventory (Time and Materials).....	\$42,000
• Project Plan.....	\$15,000
• Loan Application	\$13,500
• Design Plans, Specifications and Bidding.....	\$33,500
• Construction Engineering and Observation (Time and Materials).....	\$120,000
• Contract Management and Grant Management.....	<u>\$22,000</u>
Total.....	\$246,000

All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.

Payment for the services rendered will be requested via a monthly invoice.

***Reimbursables are not to exceed more than 15% markup.*

SCHEDULE

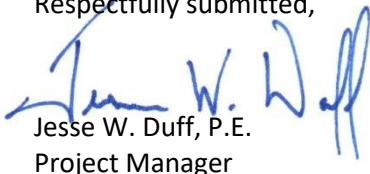
Fehr Graham will initiate this project upon receiving formal authorization to proceed. The intent will be to work with City staff to prepare and submit the EPA Project Plan prior to the end of March 2023. Once this is completed, design and specifications will be prepared as the grant application is completed in the Summer of 2023. Our intent would be to be “shovel ready” for bidding and construction implementation after a grant agreement is approved in August 2023 when EPA FY2024 starts. Our team would also work with staff to prepare the initial LSL Inventory for submittal in Spring 2024 ahead of the October 2024 deadline.

AUTHORIZATION

We trust the information we have provided is consistent with your expectations. If you would like us to proceed with this project, please sign the attached Agreement for Professional Services and return a copy to my attention.

Fehr Graham will commit the necessary resources to this project in order to provide timely and competent solutions and to ensure this project moves forward. We look forward to working with you on this project. In the interim, should you have any questions regarding this proposal, please feel free to contact us.

Respectfully submitted,


Jesse W. Duff, P.E.
Project Manager

JWD:dld

Attachment (Agreement for Professional Services)

AGREEMENT FOR PROFESSIONAL SERVICES

Client Mr. Mike Kennison
Water and Wastewater Supervisor
City of Monroe
1224 10th Avenue West
Monroe, Wisconsin 53566

608.329.2480

Description of Services:

City of Monroe – Congressional Directed Spending – Lead Service Line Replacement Program, Monroe, WI

Fehr Graham will provide civil engineering services to assist the City with securing and administering the congressional funding, as well as the civil engineering associated with the proposed Lead Service Line Replacement Project as outlined in our February 24, 2023 proposal letter, revised March 13, 2023.

COST:

The fees for performing these services are \$246,000 as detailed below:

- Initial LSL Inventory (Time and Materials) \$42,000
- Project Plan \$15,000
- Loan Application \$13,500
- Design Plans, Specifications and Bidding \$33,500
- Construction Engineering and Observation (Time and Materials) \$120,000
- Contract Management and Grant Management \$22,000

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By  _____

Name Michael W. Gronewold

Title Principal

Date Proposed March 13, 2023

23-391

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Wisconsin District Court in and for Green County, Wisconsin.