



SAINT PAUL REGIONAL WATER SERVICES AGREEMENT

Purchaser (Referred to as “The Board”)

Board of Water Commissioners
of the City of Saint Paul
1900 Rice Street
Saint Paul, MN 55113
Phone: 651-266-6530

CONTRACTOR

Gale-Tec Engineering, Inc.
801 Twelve Oaks Center Drive
Suite 832
Wayzata, MN 55391

Contract No: 4643

Effective Date: May 15, 2024

Expiration Date: May 15, 2027

Contract Description: MCPSA-FED-AC-GEOTECHNICAL SERVICES-GALE TEC

Contacts

Buyer Contact Information:

Queenie Tran - Queenie.Tran@ci.stpaul.mn.us

City Project Manager Contact Information:

Luke Sandstrom - Luke.Sandstrom@ci.stpaul.mn.us

Contractor Project Manager Contact Information:

Steve Gale - smg@gale-tec.com
612-803-2580

CONTRACT LINES

Item	Item Description	Unit of Measure	Base Cost
PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	8P	0.00000

Board of Water Commissioners of Saint Paul
Terms and Conditions
Professional Services Agreement (PSA)
Master Contract
(Federal)

This “**Agreement**,” made and entered into on the effective date contained herein by and between the Board of Water Commissioners of the City of Saint Paul, hereinafter referred to as “The Board,” d/b/a Saint Paul Regional Water Services (“SPRWS”) and the above-named Contractor, hereinafter referred to as “Contractor.” The Board and the Contractor are each a “**Party**” and collectively the “**Parties**.” References to the “**City**” shall mean the City of Saint Paul. The Board and Contractor, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

Section 1. Time For Completion.

Contractor will provide the services comprised of the tasks, deliverables, and timeline(s) (the “**Work**”) articulated in Exhibit A, which is attached and incorporated into this Agreement by reference. The services rendered by Contractor will commence upon execution of the Agreement and with the specific prior agreement of the Board or its designated representative to proceed. The Work will be completed in accordance with the written schedule mutually agreed upon with the Board, but no later than the expiration date as provided in this Agreement. No claim for labor, services, or products provided by the Contractor not specifically provided for in this Agreement, will be honored by the Board.

In the event that there are delays caused by actions of the Board or which may be reasonably requested by the Contractor which might require change to the completion date, Contractor must request in writing an extension of time for completion of the Services. The Project Manager will review the request and, if an extension is required, grant to the Contractor such extensions of contract time as may be reasonable in the Board’s discretion. A request shall not be deemed approved unless the Project Manager has provided approval to the Contractor in writing.

Section 2. Project Management.

The Board requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the Saint Paul Regional Water Services General Manager is grounds for termination of the Agreement by the Board.

The Board has designated the individual on Page 1, as the Board's Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement will be addressed. The Project Manager will have the authority to transmit instructions, receive information, and interpret and define the Board’s policy and decisions pertinent to the work covered by this Agreement.

Section 3. Billings and Payment.

The amounts articulated herein will fully compensate Contractor for all Work and associated costs. The Board will not honor any claim for services and/or costs that the Contractor has not specifically provided

for in this Agreement. Notwithstanding anything to the contrary in this Agreement, total costs for the Work must not exceed the amount referenced herein.

Contractor must submit an itemized invoice monthly or after Work is complete. Invoices should clearly itemize all goods and/or services provided. Upon receipt of the invoice and verification of the charges by the Project Manager, the Board and/or the City will make payment to Contractor within thirty-five (35) days in accordance with Minnesota Statutes Section 471.425, or as the same may be amended, supplemented or superseded. Contested invoices will not be paid until the billing issue is resolved to the Board's satisfaction, and the Board and/or City will have thirty-five (35) days from that date to make payment.

Section 4. Board Responsibilities

The Board agrees to provide Contractor with access to any information from Board documents, staff, and other sources under the control of the Board needed by Contractor to complete the work and/or Services to the extent permitted by law. Upon the request of the Board, the Contractor agrees to sign any Confidentiality or Non-Disclosure Agreement that the Board reasonably requires before releasing any information that is deemed confidential or private pursuant to Chapter 13, Minnesota Government Data Practice Act.

Section 5. Amendment or Changes to Agreement.

Board or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the Board. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties. Amendments, modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

Section 6. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person, sent by certified United States mail, or via electronic mail with Return Receipt Requested. Any notices or other communications should be addressed to the individuals and addresses listed on page one (1) of this Agreement.

Section 7. Survival of Obligations.

The respective obligations of the Board and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration.

If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

Section 8. Records, Dissemination of Information.

For purposes of this Agreement, the following words and phrases have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“Work Product” means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results solely from Contractor’s Services under this Agreement.

“Supporting Documentation” means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other formats which result solely from Contractor’s Services under this Agreement, and which are used to generate any and all work performed and work products generated under this Agreement.

“Business Records” means any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to Contractor and pertaining to the Services under this Agreement.

A. All Work Products and Supporting Documentation must be delivered to the Board and will become the property of the Board after final payment is made to the Contractor with no right, title, or interest in said Work Products or Supporting Documentation vesting in Contractor, except as provided in this section. Contractor retains the right to all its software, intellectual property and templates that are not Work-specific deliverables, as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects. Contractor is not liable for any unauthorized use or reuse of any plans or specifications by the Board or any third party.

B. The Contractor agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the Work performed under this Agreement without prior knowledge and written consent of the Board.

C. In the event of termination, all Work Product finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, must be delivered to the Board by Contractor by the termination date without further obligation of the Board to Contractor except for payment of amounts due and owing for Work performed and costs incurred as of the date and time of termination.

D. The Contractor must maintain all Business Records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the Board, appropriate federal agency or agencies, the Auditor of the State of Minnesota, or other duly authorized representative.

E. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control. The Contractor agrees to hold the City and the Board, its officers, and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Contractor must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennessen warnings.

Section 9. Human Rights/Affirmative Action/Economic Opportunity Requirements and Specifications.

A. Requirements

Contractor must comply with the City of Saint Paul's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. Contractor also must comply with the City of Saint Paul's Vendor Outreach Program pursuant to Chapter 84 of the Saint Paul Administrative Code. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same. By signing this Agreement, Contractor agrees to abide by these requirements for contracts issued in the name of the Board.

B. Specifications

When applicable, the Contractor must comply with the Affirmative Action and Vendor Outreach Specifications attached to this Agreement and incorporated by reference herein.

Section 10. Affirmative Action Plan.

Pursuant to City of Saint Paul Administrative Code § 86.06 and City of Saint Paul Legislative Code §183.04, every contractor and/or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a \$75 dollar registration fee. This requirement also applies to contracts issued in the name of the Board of Water Commissioners of Saint Paul. By signing this Agreement, Contractor agrees to abide by these requirements for contracts issued in the name of the Board.

Section 11. Compliance with Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Agreement. The Contractor also agrees to comply with the federal requirements contained in Exhibits B, C, and D (where applicable) of this Agreement, and the applicable provisions of Federal Uniform Guidance pursuant to 2 C.F.R. §200 and all relevant subparts. The Contractor must at Contractor's expense apply for and obtain all permits and/or licenses required and keep such in force during Contractor's performance of this Agreement.

Section 12. Conflict of Interest.

Contractor's acceptance of this Agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Contractor also affirms that to the best of the Contractor's knowledge, Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that should any conflict or potential conflict of interest become known to the Contractor, it will immediately notify the Procurement Manager (or equivalent) of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement. Contractor agrees to be bound by these requirements for contracts issued in the name of the Board.

Section 13. Hold Harmless.

The Contractor will bear all losses, expenses (including attorney's fees) and damages resulting from any negligent act or omission by the Contractor, or any person employed by Contractor in carrying out the terms of this Agreement. The Contractor will defend, indemnify, and hold harmless, to the extent allowed by law, the City and the Board and its officers, agents and employees from all liabilities, claims, damages, costs, judgments, lawsuits, and expenses, including court costs and reasonable attorney's fees, regardless of the Contractor's insurance coverage, resulting from any negligent act or omission by the Contractor or any person employed by Contractor in carrying out the terms of this Agreement. This indemnification shall not be construed as a waiver on the part of the City or the Board of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law. This obligation of the Contractor shall survive the termination or expiration of this Agreement.

Section 14. Assignment.

The Board and Contractor each binds itself and its successors, legal representatives, and assigns, with respect to all covenants of this Agreement; and neither the Board nor the Contractor will assign or transfer its interest in this Agreement without the written consent of the other.

Section 15. Termination.

A. With Cause.

The Board reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. If the Board exercises its right to terminate under this Section, it will submit written notice to the Contractor, specifying the nature of the breach and the date by which such breach must be cured.

B. For Convenience.

Pursuant to Federal Regulations, the Board reserves the right to terminate this Agreement for convenience upon reasonable notice to the Contractor. If the Board exercises its right to terminate under this Section, it will submit written notice to the Contractor, specifying the reasons for termination and the date by which the contract will be cancelled.

C. In the Event of Termination.

In the event of termination, the Board will pay Contractor for all Work, Services and/or products, received by the Board up to the receipt of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the Contractor must take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement. Prior to the Board rendering final payment for service, the Contractor must deliver all work products and supporting documentation developed up to the time of termination.

Section 16. Interpretation of Agreement, Venue, Conflicts.

A. Interpretation of Agreement and Venue.

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in Ramsey County District Court, Second Judicial District, State of Minnesota, or the United States District Court, District of Minnesota, where applicable.

B. Conflicts.

Any ambiguities related to the terms and conditions set forth in this Agreement will be construed in favor of the Board. If any provision of this Agreement conflicts with federal laws or regulations, the federal laws and regulations will control.

Section 17. Independent Contractor.

It is agreed by the Parties, that at all times and for all purposes related to the solicitation and performance of this Agreement, the relationship of the Contractor to the City and the Board is that of independent contractor and not that of employee. No statement contained in the specifications or this resulting Agreement will be construed so as to find the Contractor an employee of the City or the Board, and Contractor is entitled to none of the rights, privileges, or benefits of City or Board employees.

Section 18. Waiver.

Lack of enforcement by the City or the Board of any breach of this Agreement does not constitute a waiver of the City or Board's right to enforce any subsequent breach or default.

Section 19. Subcontracting.

A. Written Approval Required.

The Contractor agrees not to enter into any subcontracts for any of the Work contemplated under this Agreement without obtaining prior written approval of the Board/SPRWS. As required by Minnesota Statutes Section 471.425, Subd. 4a, the Contractor must pay any subcontractors within ten (10) days of the Contractor's receipt of payment from the City and/or the Board for undisputed services provided by the subcontractors, and the Contractor must comply with all other provisions of that statute.

B. Subcontractor Agreements.

The Contractor agrees to incorporate these terms and conditions, exhibits, attachments, specifications, and all related contract documents and materials into all subcontractor agreements and agrees to cause its subcontractors to do the same in any subordinate subcontractor agreements.

C. Subcontractor Payment.

Prime contractors are required to pay any subcontractor pursuant to paragraph A of this section and applicable Minnesota Statutes. The prime contractor will be required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. Ref: Minnesota Statutes 1995, amending Section 471.425, effective 8-1-95.

Section 20. Force Majeure.

Neither the Board, nor the Contractor will be held responsible for performance if performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to: severe weather, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of the legislature, judiciary, or executive.

Section 21. Entire Agreement.

Specifications and other solicitation materials specifically referenced and incorporated into this Agreement and these General Terms and Conditions constitute the entire Agreement between the parties and supersede all prior oral or written negotiations.

Section 22. Insurance.

A. Contractors

Contractors must carry insurance of the kind and in the amounts shown below during the term of this Agreement and any extension periods. Certificates for General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds, and the Board of Water Commissioners of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds. Contractor must submit the corresponding "additional insured" endorsement outlining policy coverage for the City. The policy must include an "all services, products, or completed operations endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

B. Subcontractors or Independent Contractors.

If the City or the Board gives written approval for Contractor to utilize subcontractors or other independent contractors to fulfill the terms and conditions of this Agreement, each subcontractor or independent contractor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said contractor is working on this Agreement) to have and maintain their own general liability, auto liability and workers compensation insurances that provide coverage for their own employees. If requested by the City or the Board, subcontractors and independent contractors must certify that they are not entitled to receive employee benefits of any type because their contractual relationship with the City or the Board is of that of a subcontractor or independent contractor, not a City or Board employee.

C. Insurance Limits.

1. General or Business Liability Insurance

\$1,500,000 per occurrence

\$2,000,000 aggregate per project

\$2,000,000 products/completed operations total limit

\$1,500,000 personal injury and advertising

Errors and Omissions

\$1,000,000 per occurrence

\$1,000,000 aggregate

2. Automobile Insurance.

a. Commercial Vehicles. When commercial vehicles will be used in connection with the Agreement, these minimum coverage amounts are required:

Bodily Injury

\$750,000 per person

\$1,000,000 per accident

Property Damage

Not less than \$50,000 per accident

Coverage must include: hired, non-owned and owned auto

b. Personal Vehicles. When personal vehicles are used in connection with the Agreement, neither the City nor the Board is required to be named as Additional Insureds, but proof of insurance is required prior to

commencement of activities. Contractor must provide the City and the Board with Endorsements from the insurance company.

Bodily Injury
\$30,000 per person
\$60,000 per accident
Property Damage
\$20,000 per accident

c. Rental Vehicles. When rental vehicles are used in connection with the Agreement, the Contractor must either purchase insurance from the rental agency or provide the City and the Board with proof of insurance as stated above.

d. In the event that the Contractor will not use a vehicle in to complete the tasks described in Exhibit A - Scope of Work pursuant to this Agreement, the Contractor must provide a statement to that fact in the form of an email or a letter (on business letterhead) prior to beginning work on the contract. In such a case, proof of automobile insurance will not be required.

3. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability must have a minimum of:

\$500,000 per accident
\$500,000 per employee;
\$500,000 per disease policy limit.

a. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City and the Board with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. Professional Services Coverage. Professional Liability Insurance is required when the Agreement is for service for which professional liability insurance is available for purchase. Professional Liability must have minimum liability limits of:

\$1,000,000 per occurrence
\$1,000,000 aggregate

5. Work Scope Specific Insurance. If required by the type of services being provided, the following minimum insurance limits apply for: Pollution Liability or Hazardous Waste, Builder's Risk, or other specialty insurance:

a. Pollution Liability / Hazardous Waste.
\$1,000,000 per occurrence
\$1,000,000 aggregate

b. Builder's Risk Insurance. Required for the cost of the project.

c. Fireworks Insurance. Required in the amount of \$5,000,000 minimum when fireworks will be used at an event to be held on City property.

d. Liquor Liability Insurance. Required when liquor will be served at an event. Limits are dependent on the size of the event, but must not be less than:

\$1,000,000 per occurrence
\$1,000,000 aggregate

D. General Insurance Requirements

1. All policies must be written on an occurrence basis or as acceptable to the City and the Board. Certificates of insurance must indicate that the policy is issued on an occurrence basis.

2. The Contractor may not commence any work until the Certificate(s) of Insurance including all required insurance coverage for the project is approved, and the Project Manager has issued a notice to proceed. Contractor must carry valid insurance for the duration of the original Agreement and any extension periods.
3. The City and the Board reserve the right to review Contractor's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.
4. Nothing precludes the City or the Board from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services requires changes, if the amount of the Agreement is significantly increased, or if the exposure to the City, the Board, or Saint Paul residents is deemed to have increased.
5. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy must be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.

Section 23. Counterparts.

The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Section 24. Electronic Signatures.

The Parties agree that the electronic signature of a Party to this Agreement will be as valid as an original signature of such Party and will be effective to bind such Party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

Section 25. Additional Terms and Conditions Incorporated by Reference, City/Board Terms and Conditions Supreme.

The City or the Board may incorporate by reference Federal, State, and/or City Department project specific specifications or proposals into this Agreement. Except as otherwise provided in this Agreement, if any provision contained in the Federal, State, or project specific specifications or proposal conflicts with, or inconsistent with, any provision in the general City/Board Terms and Conditions, the more restrictive provision will control. Notwithstanding the foregoing, the City/Board Terms and Conditions and the included attachments supersede Contractor proposals or attachments.

Section 26. Exhibits.

As so referenced in these terms and conditions, the Exhibits and Addenda attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

- Exhibit A: Scope of Work
- Exhibit B: Standard Federal Award Requirements: Non-Discrimination, Federally Assisted Construction Contracts, Contractor Debarment, Suspension, and Responsibility Certification
- Exhibit C: Additional Federal Provisions
- Exhibit D: Anti-Lobbying Certification
- Exhibit E: PFA Requirements
- Addendum: Grant Specific Requirements

Section 27. Applicable Contract Terms and Conditions.

By signing this Agreement, the Contractor acknowledges and agrees that federal financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. In addition, Contractor will comply with all applicable terms and conditions, requirements, exhibits, and addenda no matter the source of funding. Contractor further agrees that contract terms and conditions, requirements, exhibits, and addenda are subject to change based on source of funding.

Section 28. Additions.

During the contract period, the City reserves the right to request pricing for and add to the contract a limited number of like services or items to accommodate the need for any services or items that may have been inadvertently omitted from the scope of work included in Exhibit A.

Section 29. Non-Exclusive Services/ Scope of Work.

The Board reserves the right to establish additional Master Contracts and/or do competitive solicitations for needed products or services deemed to be in their interest.

Section 30. American Iron and Steel.

A. AIS Resources

Environmental Protection Agency Guidance

EPA main AIS webpage: [State Revolving Fund American Iron and Steel \(AIS\) Requirement | US EPA](#)
March 20, 2014, Guidance: [ais-final-guidance-3-20-14.pdf \(epa.gov\)](#)

B. Sample American Iron and Steel Contract Language

The AIS language below is a sample from the Environmental Protection Agency's March 20, 2014, memorandum (http://water.epa.gov/grants_funding/aisrequirement.cfm). Include actual AIS language into project specifications and construction contracts and sub-contracts.

PER EPA: ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE STATE REVOLVING FUNDS (SRF). EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of Saint Paul ("Purchaser") and the Minnesota Public Facilities Authority (the "Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires that all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the Authority to recover as damages against the Contractor any loss, expense or cost (including without limitation attorneys' fees) incurred by the Purchaser or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Purchaser). While the Contractor has no direct contractual privity with the Authority, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

American Iron and Steel De Minimis Waiver Tracking Form

The Environmental Protection Agency (EPA) granted a national waiver for de minimis incidental components of eligible water infrastructure projects.

To use the de minimis waiver, SRF recipients "should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e. invoices) as to those items in their project files." Borrowers must maintain documentation (i.e., invoices) for the de minimis items in the project file and submit a summary report to the PFA at project conclusion, or sooner, if available. An example tracking form for AIS de minimis is included on the next page.

EXHIBIT A

Scope of Work

The purpose of this SOW is to describe the work, services, tasks and/or deliverables that Contractor will provide to [the Board] under the Board Terms and Conditions agreed upon by the Parties, (the “**Agreement**”). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Contractor hereunder.

I. Project Description and Purpose:

There is a need for flexibility in providing engineering services support to SPRWS staff due to complexity of engineering projects, the need for subject expertise, the difficulty in identifying fully defined scope, and the availability of current engineering staff. The purpose of this contract is to retain an engineering firm in various disciplines to provide support to SPRWS staff as the needs become apparent.

II. Scope of Work/Deliverables

Geotechnical

- Slope stability
- Materials testing
- Geotechnical reporting
- Geotechnical engineering

III. Compensation Terms:

The Professional Service Provider will provide the hourly rates for all applicable staff included in this contract. When work is required, a scope and fee will be provided by the Contractor. All invoicing is subject to Section 3 of the City’s General Terms and Conditions unless otherwise stated.

IV. Contractor/Professional Service Provider Attachments

Hourly pay rates

Hour Rates 2024

Overtime for personnel charged at cost plus 25% for over 8 hours per day or Saturday; and at cost plus 50% for Sundays or holidays.

Engineering Services

Engineering/Technical Personnel Rates

Engineering Technician II	Per Hour	\$	90.00
Engineer I, Geologist, Scientist I	Per Hour	\$	110.00
Sr. Project Engineer	Per Hour	\$	175.00
Principal Engineer	Per Hour	\$	195.00
Word Processing Specialist	Per Hour	\$	64.00
CADD Specialist	Per Hour	\$	82.00
CADD Equipment	Per Hour	\$	18.00

Site Exploration Equipment Rental Services

Drilling Services (Includes CME-75 truck mounted drill rig and 2-person crew)		\$	Quoted
Mobilization, Gopher State Locate		\$	Quoted
Hollow Stem Auger and Split Spoon Sampling - 0 to 40 ft	Per Foot	\$	24.00
Hollow Stem Auger and Split Spoon Sampling - 15 to 25 ft	Per Foot	\$	35.00
Shelby Tube Sampling and Laboratory Extraction 0 to 50 ft.	Per Foot	\$	190.00
Borehole Backfill with Soil	Per Foot	\$	3.00
Borehole Backfill with Cement Grout	Per Foot	\$	9.00
Borehole Clean up/Cold Patch	Per Foot	\$	5.00

Laboratory Testing of Soil

Moisture Content	Per Test	\$	26.00
Dry Density (includes Moisture Content)	Per Test	\$	75.00
Atterberg Limits (LL and PI)	Per Test	\$	140.00
P200	Per Test	\$	110.00
Sieve Analysis (includes #200 determination)	Per Test	\$	140.00
Unconfined Comprehensive Strength	Per Test	\$	130.00
Torvane Shear	Per Test	\$	18.00
Hand Penetrometer	Per Test	\$	12.00
Organic Content of Soil	Per Test	\$	122.00
R-Value	Per Test	\$	500.00
Soil Classification	Per Sample	\$	15.00

Expenses

Mileage -- Personal Vehicle	Per Mile	\$	0.655
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Direct Project Expenses: Includes travel expenses including car and hotel, special equipment, materials and supplies: transportation and freight; and reproduction services Cost X 1.0

EXHIBIT B

Standard Federal Award Requirements

I. Non-Discrimination.

Contractor will comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

- A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.
- B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.
- C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.
- D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.
- E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
- F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.
- G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.
- H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.
- I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.
- J. Equal Protection of the Laws for Faith-based and Community Organizations, Exec. Order No. 13279 signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.
- K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

II. Contractor Debarment, Suspension, and Responsibility Certification.

Federal Regulation 45 CFR 92.35 prohibits state and local governments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or a local government. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, Contractor Certifies: That it and its Principals and Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the HRA Project Manager or Buyer should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manger; plant manager; head of a subsidiary, division, or business segment and similar positions).

Anti-Lobbying and Required Certificate

Contractors that apply or bid for an award exceeding \$100,000 must file the required certifications pursuant to 31 U.S.C. 1352. By entering into this Agreement, Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Contractor and Subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (i.e. the City or HRA) who will in turn forward the disclosure(s) to the relevant Federal Agency. If the required certification is applicable,

Contractor or Subcontractor must sign the certification attached hereto as Exhibit D, and complete a disclosure form if required, and submit it to the HRA.

Clean Air Act

Contractors that apply or bid for an award exceeding \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Rights to Inventions Made Under a Contract or Agreement

If this Agreement meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency (the City or HRA).

Prohibition on certain telecommunications and video surveillance services or equipment.

The HRA and Contractor are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

Domestic preferences for procurements.

The Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in

the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[Section left intentionally blank]

EXHIBIT C

Additional Federal Provisions

A. APPLICABILITY

The following list contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

COPELAND ANTI-KICKBACK ACT

18 U.S.C. § 874; 29 C.F.R. Part 3

Prohibits kickbacks to public employees, and any person involved in the administration of federal funds.

EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDERS 11375, 11478, 12086, AND 12107

41 C.F.R. Chapter 60; 24 C.F.R. § 5.105(a)(1); 24 C.F.R. § 570.607(a)

Relates to equal employment opportunities under HUD contracts and HUD assisted construction contracts.

UNIFORM ADMINISTRATIVE REQUIREMENTS

2 C.F.R. Part 200, subps. C and D; 24 C.F.R. §§ 570.502, 570.610

Contains uniform administrative requirements applicable to federally funded grants and contracts. Includes requirement for the City and or HRA and/or HUD to monitor/review/report on subgrantee activities.

UNIFORM COSTS PRINCIPLES

2 C.F.R. Part 200, subp. E; 24 C.F.R. §§ 570.502, 570.610

Relates to cost and expenditure principles for federally funded grants and contracts.

UNIFORM AUDIT REQUIREMENTS

2 C.F.R. Part 200, subp. F; 24 C.F.R. §§ 570.502, 570.610

Contains audit requirements for non-profit organizations and governmental entities.

EXECUTIVE ORDERS 11625, 12432, AND 12138

2 C.F.R. § 200.321; 24 C.F.R. 5.105(a)(1); 24 C.F.R. § 570.904(d)

Relates to the national programs for Minority Business Enterprises and Women's Business Enterprises.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

42 U.S.C. § 5309; 24 C.F.R. Part 6; 24 C.F.R. § 570.602

Prohibits discrimination on the basis of race, color, religion or national origin in any activity or program funded in whole or in part with CDBG or UDAG funds.

AGE DISCRIMINATION ACT OF 1975

42 U.S.C. §§ 6101-6107; 24 C.F.R. § 5.105(a)(1); 24 C.F.R. Part 146; 24 C.F.R. § 570.602

No persons shall, on the basis of age, be excluded from participation or be denied benefits, or be subject to any discrimination from any program receiving federal assistance.

ARCHITECTURAL BARRIERS ACT OF 1968

42 U.S.C. §§ 4151-4157; 24 C.F.R. § 570.614(a)

Requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969

42 U.S.C. §§ 4321–4370m-12; 24 C.F.R. Part 58; 24 C.F.R. § 570.604

The recipient of federal funds assumes the responsibility for ensuring that environmental reviews are completed prior to the start of any activity funded in whole or in part with federal funds.

NATIONAL HISTORIC PRESERVATION ACT OF 1966

54 U.S.C. §§ 300101–307108; 24 C.F.R. § 50.4(a)(1)

Relates to the process for designating structures on the National Historic Preservation List, and the kinds of activities which may be done as a result of this designation.

ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974

54 U.S.C. §§ 312501–312508; 24 C.F.R. § 50.4(a)(3)

Provides for the preservation of significant scientific, prehistorical, historical, or archeological data that may otherwise be lost in the course of work on federally funded projects.

EXECUTIVE ORDER 11593

24 C.F.R. § 50.4(a)(2)

Provides for the protection and enhancement of the cultural environment.

HATCH ACT

5 U.S.C. §§ 1501–1508; 24 C.F.R. § 570.207(a)(3)

Prohibits the financing of any type of political activities with federal funds.

CODE OF CONDUCT AND CONFLICT OF INTEREST

2 C.F.R. § 200.317–.318, 24 C.F.R. § 570.611

States that no person(s) administering federally funded programs may, as a result of their position, receive personal gain.

IMMIGRATION AND NATIONALITY ACT, AS AMENDED BY IMMIGRATION REFORM AND CONTROL ACT

8 U.S.C. §§ 1324a–1330; 8 C.F.R. § 245a.5; 24 C.F.R. § 570.613

Prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment. The requirements of this Act apply to Subgrantee and any and all contracts that Subgrantee enters into with any contractor or subcontractor. Also prohibits certain newly legalized aliens from being eligible to apply for benefits under covered activities funded by the programs listed in 24 C.F.R. § 570.613.

DRUG-FREE WORKPLACE ACT OF 1988

41 U.S.C. § 701; 24 C.F.R. § 5.105(d)

Requires federal grant recipients and federal contractors with a contract for more than \$100,000 to adopt a drug-free workplace policy and establish a drug-free awareness program.

EVALUATION OF COST REASONABLENESS

2 C.F.R. §§200.403 and 2 C.F.R. 200.404

Provides criteria that costs must meet in order to be allowable under Federal awards and lists considerations that must be given in determining the reasonableness of a given cost

EXHIBIT D
Lobbying Certification

The undersigned certifies, to the best of the undersigned's knowledge and belief, on behalf of Contractor that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-L.L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and all contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.¹

The undersigned hereby represents and warrants that the undersigned has the authority to sign on behalf of Contractor. The undersigned certifies or affirms the truthfulness and accuracy of each statement of each certification made herein and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

IN WITNESS WHEREOF, the undersigned has caused this Certification to be executed the day and year first above written on behalf of Contractor.

Contractor Name

¹ These civil penalty amounts are subject to adjustments for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015.

Engineering, Inc
Signature
Date

Board of Water Commissioners
of the City of Saint Paul
1900 Rice Street
Saint Paul, MN 55113

Gale-Tee Engineering, Inc.
801 Twelve Oaks Center Drive
Suite 832
Wayzata, MN 55391

Board of Water Commissioners
of the City of Saint Paul:
This Agreement has been duly executed by the
Board of Water Commissioners of the City of Saint Paul via electronic approval

Contractor
[Handwritten Signature]
Signature
Stephan Gale
Printed Name
President
Title
June 18, 2024
Date