



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

KLM Engineering, Inc.
1976 Wooddale Drive, Suite 4

Woodbury, MN 55125

Contract No: 2630

Effective Date: April 16, 2020

Expiration Date: April 30, 2022

Contract Description: RFP-SPRWS-TANK RECONDITIONING TECHNICAL SERVICES AND INSPECT

Contacts

Buyer Contact Information:

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

City Project Manager Contact Information:

Tim Bagstad - Tim.Bagstad@ci.stpaul.mn.us

Issac Afwerke - Issac.Afwerke@ci.stpaul.mn.us

Contractor Project Manager Contact Information:

dprinzing@klmengineering.com

2-18-2020 WATER TERMS AND CONDITIONS - PSA TEMPLATE

Water Contract

THIS AGREEMENT, made and entered into on the effective date above 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.” A Contractor is a party to a contract; and who contracts to do the work for another.

The Board and Contractor, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

Contractor agrees to provide the services comprised of tasks, deliverables, and time lines described in this Agreement.

Section 1. Time For Completion.

The services rendered by Contractor shall be commenced upon execution of the Agreement and notification by the Board to proceed and will be completed in accordance with the schedule mutually agreed upon with the Board which follows, but no later than the expiration date above.

Contractor shall not proceed with any task without specific authorization from the Project Manager

designated by the Board ("Board's Project Manager").

In the event that there are delays caused by actions of the Board or which may be reasonably requested by the Contractor which can change the completion date, Contractor shall request an extension of time for completion of the project. The Board's Project Manager will review the request and may grant to the Contractor such extensions of contract time as may be reasonable.

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 shall be addressed. The Project Manager shall 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.

That for Contractor's faithful performance of this Agreement, the Board hereby agrees to compensate Contractor in the amount(s) and according to the schedule herein.

The amounts herein shall fully compensate Contractor for all work and associated costs. The Board will honor no claim for services and/or costs provided by the Contractor not specifically provided for in this Agreement. Total costs for the project shall not exceed the amount referenced herein.

Contractor shall submit an itemized invoice monthly or after services are complete. Upon receipt of the invoice and verification of the charges by the Board's Project Manager, the Board shall make payment to Contractor within thirty five (35) days.

Section 4. Board Responsibilities

The Board agrees to provide Contractor with access to any information from Board documents, staff, and other sources needed by Contractor to complete the work described herein.

Section 5. Amendment or Changes to Agreement.

A. 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.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall 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 shall be 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 shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed to the individuals and addresses listed above.

Section 7. Survival of Obligations.

A. 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 hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall 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 shall continue in effect.

Section 8. Entire Agreement.

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

Section 9. Commencement of Work.

Contractor shall not perform any work pursuant to this contract without the specific prior agreement of the designated representative of the BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL ("the Board"). No claim for services or products provided by the Contractor not specifically provided for in this contract, or not specifically agreed to in advance will be honored by the Board.

Section 10. Invoicing and Payment.

Contractor shall submit invoices clearly itemizing all goods and/or services provided to the Board department making the purchase. The Board will make payment in accordance with Chapter 471.425. Such payment may be made using a pay voucher, purchase order, or authorized procurement card, or department shall notify Contractor of any problems, omissions, or defects in the goods and/or services received.

Section 11. Records, Dissemination of Information.

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

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Contractor's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement.

"Business records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to Contractor and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that directly result from the Contractor's services under this Agreement shall be delivered to the Board and shall 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 shall retain the right to all its software, intellectual property and templates that are not a project specific deliverable 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.

C. In the event that deliverable work products include drawings, Contractor shall provide a complete set of as-built record drawings in AutoCAD or ESRI GIS format (plan view only in GIS), as may be determined appropriate by Board's Project Manager. AutoCAD drawings shall include any customized Plot Style Tables (.ctb or .stb) or line types (.lin) and shall not require links to other drawings. Whether required as an incidental or specifically addressed in the Proposal, final payment to Contractor for work of this Agreement will not be approved until as-built record drawings are received and approved by Board's Project Manager.

D. 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.

E. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, shall be delivered to the Board by Contractor by the termination date and there shall be no further obligation of the Board to Contractor except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

F. When remotely accessing the Board's electronic resources, the Contractor agrees to abide by the requirements outlined in "SPRWS Policy for Remote Access to Electronic Resources by Outside Parties", available from Board's Project Manager upon request.

G. The Contractor agrees to maintain all business records 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 from the date of the final payment under the contract for audit or inspection by the City, the Board, the Auditor of the State of Minnesota, or other duly authorized representative.

H. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practices 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 is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

Section 12. Human Rights/Affirmative Action/Equal Economic Opportunity.

Contractors must comply with the City of Saint Paul's Human Rights Department'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-17 of the Saint Paul Administrative Code governing racial harassment. 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.

Section 13. Affirmative Action Contract Specifications.

Every contractor 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 registration fee (City of Saint Paul Administrative Code Ordinance 86.06 and City of Saint Paul Legislative Code Ordinance 183.04).

Section 14. 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 Contract. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required.

Section 15. 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, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement.

Section 16. Hold Harmless.

The Contractor shall indemnify, save and hold harmless, protect and defend the City of Saint Paul, its officers, agents, and employees and the Board of Water Commissioners of the City of Saint Paul, its officers, agents and employees, from all claims, actions, or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, resulting from any act or omission by any person employed by Contractor in carrying out the terms of this Contract.

Section 17. Assignment.

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

Section 18. Termination.

This Agreement will continue in full force and effect until completion of the project as described herein unless either party terminates early for cause.

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 as determined by the Board. In the event that the Board exercises its right to withhold payment or terminate under this Section, it shall submit written notice to the Contractor, specifying the extent of such withholding or termination under this Section, the reasons therefore, and the date upon which such withholding or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the

terminated portions of this Agreement.

B. In the event of termination, the Board will pay Contractor for all services and/or products, actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Contractor will deliver all work products and supporting documentation developed up to the time of termination prior to the Board rendering final payment for service.

Section 19. Amendments or Changes.

Any alteration, variation, modification or waiver of the provisions of the specifications that may have occurred during the bidding process or amendments to this Contract shall be valid only when reduced to writing and duly signed by the Contractor and the Board.

Section 20. Interpretation of Agreement, Venue.

This Contract shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

Section 21. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Contractor to the Board is that of independent contractor and not that of employee. No statement contained in the specification or resulting Agreement shall be construed so as to find the Contractor an employee of the Board, and Contractor shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

Section 22. Waiver.

The waiver by the Board of any breach under the terms of this Agreement or the foregoing by the Board of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the Board's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the contract. The rights and remedies of the Board provided or referred to under the terms of the contract are cumulative and not mutually exclusive.

Section 23. Setoff.

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the city for damages sustained by the Board by virtue of any breach of the contract by the Contractor. The Board may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Board from the Contractor is determined.

Section 24. Additions.

During the contract period, the Board reserves the right to request pricing for and add to the contract a limited number of like items to accommodate the need for any items that may have been inadvertently omitted from the lists included in this request document.

Section 25. Subcontracting.

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.

Section 26. Force Majeure.

Neither the Board nor the Contractor shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, 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 legislative, judicial, or executive authorities.

Section 27. Entire Agreement.

The specifications and other solicitation materials associated with this Agreement and these General Terms and Conditions shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations.

Section 28. Insurance.

A. Contractor shall be required to carry insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the City of Saint Paul, its officials, employees, agents and representatives and the Board of Water Commissioners of the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds.

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

Policy must include an "all services, products, or completed operations" endorsement if the Contractor will be providing services.

2. Automobile Insurance-(When Commercial vehicles are used in connection with a contract)
a. Bodily Injury \$750,000 per person \$1,000,000 per accident

b. Property Damage not less than \$50,000 per accident Coverage shall include: hired, non-owned and owned auto

Automobile Insurance – When Personal vehicles are used in connection with a contract, the Board and the City are not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the Board and the City with Endorsements from insurance company.

a. Bodily Injury \$30,000 per person \$60,000 per accident

b. Property Damage \$20,000 per accident

Automobile Insurance – When Rental vehicles are used in connection with a contract, the Contractor shall either purchase insurance from the rental agency, or provide the Board and the City with proof of insurance as stated above.

3. Worker's Compensation and Employer's Liability

a. Worker's Compensation per Minnesota Statutes

b. Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.

c. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the Board and the City 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 Liability Insurance is required when a contract is for service for which professional liability insurance is available for purchase.

a. \$1,000,000 per occurrence

b. \$2,000,000 aggregate

5. General Insurance Requirements

a. All policies shall be written on an occurrence basis or as acceptable to the Board and the City. Certificate of insurance must indicate that the policy is issued on an occurrence basis. Errors and omissions coverage must be included if the Contractor will be providing services. Agent must state on the certificate if company carries errors and omissions coverage.

b. The Contractor may not commence any work until Certificates of Insurance covering all of the insurance required for this project is approved and the Project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.

c. The Board and the City reserve the right to review Contractor's insurance policies at any time to verify that City requirements have been met.

d. Nothing shall preclude the Board and the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services change, if the amount of the contract is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

e. 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 shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

EXHIBIT A - SOW

BRIEF DESCRIPTION OF PROJECT:

Board, a/k/a Saint Paul Regional Water Services (SPRWS) needs Engineering services, including design, inspection, and contract administration services for the reconditioning of the Cope Avenue elevated water tower. Contractor KLM agrees to provide these service as set forth in this Scope of Work

SCOPE OF WORK TO INCLUDE DELIVERABLES:

WORK SCOPE PURSUANT TO EVENT 874 PLANS, SPECS, ADDENDA, AND ALL RELATED DOCUMENTS TO INCLUDE CONTRACTOR'S PROPOSAL

A. Tank Inspection

-Inspect the tower per AWWA and prepare an inspection report to be included in the project specifications.

B. Pre-Design:

Meet with SPRWS to confirm intent regarding the prescribed recommendations. A member of the project team will meet with SPRWS to review the project requirements, the engineer's cost estimate, scheduling, and overall objectives.

C. Specification and Contract Documents:

Perform, at the minimum, the following related specification services. This includes the City's requirements, complete description of the project, project schedule, execution of contract documents, notice to proceed, project meetings, and quality assurance. It details technical sections related to surface preparation and coating applications in accordance with AWWA D102.

1. Meet with SPRWS to review plans and specifications.
2. Produce preliminary and completed copies of the specifications for SPRWS
3. Complete and submit permit application and specification to the MN Department of Health
4. Provide an updated cost estimate
5. Advertise specifications as directed by SPRWS
6. Attend and facilitate a mandatory pre-bid meeting
7. Assist in preparing bid form(s) (Microsoft Excel format)
8. Issue specification to bidders and respond (in writing) to bidder questions
9. Evaluate contractors' bid proposals for conformance to the specification
10. Recommend (in writing) to SPRWS the low, qualified bidder(s)
11. Prepare Notice of Award and contract Agreement (forward to SPRWS)

Project Specification:

- a. Advertisements for Bids: Provide a detailed description of the project and meets the requirements for legal advertisements.
- b. Instruction to Bidders: Precise instructions to bidders including the scope of work, insurance, payments, time of completion, bidder qualifications, taxes and permits, legal requirements, performance and payment bonds and other important project information.
- c. Bid Forms: The bid proposals; construction time frame alternate bid proposals, legal requirements, and the bidder and subcontractor qualification forms.
- d. Project Requirements: A complete description of the project, project schedule(s), execution of contract documents; notice to proceed, project meetings, quality assurance, liquidated damages, and legal and technical requirements for executing the scope of work.
- e. Technical Specifications: The technical specifications for structural modifications, surface repairs, interior and exterior surface preparation, exterior abrasive blast containment, disposal of spent abrasives, dehumidification, lettering and logo, submittals, workmanship, unfavorable weather conditions, surface coating and material, repair work, health and sanitary facilities, clean up, ventilation and safety requirements, superintendent, inspection of work, sterilization of tank interiors, and containment plan.
- f. Supplemental Conditions: Supplements or amends the General Conditions and/or other provisions of the Contract Documents.
- g. General Conditions: All the General Conditions designed for water tank reconditioning, such as authority of the Engineer, engineering inspection, modifications, additions and subtractions of scope of work, extensions of time, insurance and other appropriate items.
- h. Contract Documents: The form of agreement to be used between SPRWS and contractor.
- i. Payment and Performance Bond: Minnesota State Law requires separate bonds for payment and performance.
- j. Appendix A: Photos: Copies of color photographs. This provides the Bidder with a clear perspective of the interior/exterior conditions of the tank, and the scope of work involved.

k. Appendix B: Drawings: Drawings that define structural repairs or modifications and welding definitions.

l. Appendix C: Surface Preparation Requirements: References excerpts from NACE Standard Practice SP0178-2007 Standard Practice: Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Services for defining welding and grinding requirements of the structural repair or modifications.

m. Appendix D: Pain Chip Lead Test Results: Contains paint chip test results for lead and chromium used to calculate the risk factor and classification of containment required for conformance with Federal and State Environmental Regulations.

n. Appendix E: Lettering and Logo (optional): If required, drawings of any required lettering and logo.

D. Construction Services

The project manager and project supervisor work together on managing the project. The project supervisor does the initial review of the submittals and communicates with the inspector to help enforce the project specifications as necessary. The supervisor is the main contact between the winning Bidder representative and SPRWS. The manager does the final review of the submittals and will assist the supervisor as required.

1. Attend and facilitate pre-construction conference
2. Scheduling of inspections
3. Respond to contractor inquiries
4. Project close out administration
5. Coordinate progress meetings as necessary
6. Establish a warranty date
7. Review meeting minutes
8. Process monthly payment request forms
9. Review of inspector's documentation
10. Process change orders
11. Periodically perform on-site review of project's work status and report to the owner bi-weekly
12. Review and approve the contractor's submittals:
 - a. drawing reviews
 - b. welding procedures
 - c. coating material submittals
 - d. welder certifications and qualifications
 - e. TLCP sampling plan

E. Construction Observation

The inspector assigned to this project will be a NACE Coating Inspector and/or AWS Certified Welding Inspector working under a licensed Structural Engineer.

At a minimum, the field inspections will include the following:

1. A preconstruction meeting with SPRWS and contractor to clearly define the role of the Engineer and Inspector, to discuss the intent of the specifications, and to ensure all parties agree to the scope of work and expectations regarding the quality of work.
2. Monitor and approval of the structural repairs and modifications for conformance to the specifications.
3. Inspection of the abrasive blasting media and equipment for conformance to the specifications and to prevent contamination of surfaces during surface preparation with moisture and oil or other contaminants.
4. Monitor the paint removal and disposal process for conformance to the specifications and environmental regulations.
5. Monitor the contractor's mixing and application of the coatings for conformance to the specifications and the coating manufacturer's recommendations.
6. Approve surface preparation samples.
7. Record the contractor's progress for adherence to the construction schedule.
8. Submit daily and weekly inspection reports. Prepare and file copies of the reports on construction activities.
9. Coordinate and review testing of materials for conformance to the specification and environmental regulations.
10. Assist SPRWS with coordination of, contractor initiated, disinfection
11. Work with SPRWS, residents, and property owners regarding construction issues
12. Monitor punch list items and subsequent corrective action by the contractor.
13. Final inspection, substantial completion, and project acceptance.

F. Telecom Inspection

SPRWS has a pre-existing contract in place for the temporary removal and re-installation of telecommunication equipment. This will not be part of this project.

G. Warranty Inspection

Perform an ROV warranty inspection on the Cope Avenue Tank prior to the expiration of the performance bonded two (2) year warranty. The warranty inspection will include an inspection report to SPRWS and to the contractor. Prior to the warranty expiration, a member of KLM's evaluation team will contact the owner approximately 6 months prior to expiration date and request a notice to proceed. KLM will coordinate repairs with the contractor and SPRWS.

H. Warranty Repair Inspection

If warranty repairs are required, KLM will coordinate with SPRWS, inspect the warranty repairs and certify completion of the project.

COMPENSATION/PAYMENT TERMS:

The listed costs are Not to Exceed, to complete inspection services and evaluation reports per tank. All costs include reimbursable expenses.

1. Pre-Design & Design Services.....	\$15,000.00
2. Construction Management.....	\$5,880.00
3. Construction Observation	\$46,947.00
Total Estimated Cost in 2020	\$67,827.00
4. Warranty Inspection	\$3,240.00
5. Telecom Inspection.....	not included
6. Warranty Repair Inspection	\$960.00
Total Overall Cost	\$72,027.00

HOURLY RATE:

KLM FEE SCHEDULE- HOURLY RATES

Principal Associate.....	\$160.00
Engineering.....	\$185.00
Project Manager/ Supervisor	\$130.00
Field Inspectors- CWI/NACE	\$120.00
Field Inspectors- NACE I & II	\$120.00
Drafting	\$85.00
Clerical	\$80.00

REIMBURSABLE EXPENSES AND DETAILS OF WHAT REIMBURSABLE EXPENSES INCLUDES:

N/A

OTHER

PROJECT TEAM:

A. Project Manager

Our Project Manager, Rod Ellis, has 32 years' experience working as a NACE III Certified Coatings Inspector and AWS Certified Welding Inspector on reconditioning projects. He brings a wealth of knowledge to each project with the ability to assist the contractor and owner to eliminate the potential for change orders and production phase setbacks.

B. Project Supervisor

KLM's Project Field Supervisor, Scott Kriese, is a NACE III Certified Coatings Inspector with over 15 years' experience in Tab coatings and project management. He utilizes his professional background and project experience to coordinate project phases between contractor while mitigating potential issues.

C. PROJECT APPROACH:

KLM intends to perform a preliminary evaluation of the tank to identify all requirements to meet OSHA, AWWA, MDH, St. Paul Regional, NACE, and AWS Codes and Standards. Once the inspection is completed, KLM will meet with SPRWS to review the findings and recommendations.

KLM proposes to prepare a specification package specifically designed for water tower reconditioning. Our experience has shown that the more comprehensive the specification is, the more likely it is that the project is completed on time, on budget, with quality workmanship. The KLM specifications will mitigate requests for change orders during reconditioning.

KLM will perform AWS welding and NACE coating inspections during reconditioning to assure that the work performed by the contractor is in conformance with the specifications. Utilizing this process, maintenance costs will be reduced by decreasing the number of reconditioning cycles over the life of the tank.

Today's protective coating systems are designed to last 20-25 years with only minor maintenance. Tight

project specifications and NACE inspections give the coating systems the opportunity to realize their intended service life.

KLM will perform a two (2) year warranty inspection and coordinate any inspection oversight, should warranty repairs be required.

KLM's project administration and inspection services provide a buffer between the project specifications and the real-world challenges that can negatively affect project performance. To initiate the project correctly, KLM's project management assures that a qualified contractor is retained at an appropriate cost.

D. PROJECT SCHEDULE:

Upon execution of a contract, KLM anticipates the following schedule to perform the work. The proposed project schedule dates are flexible and will be finalized based on the directives of the owner and facility's schedule for water distribution. KLM estimates this to be a 15-week project.

Task	Date
Evaluation of Water Tower	April/May 2020
Preliminary Design	July 2020
Design Services/Bidding	August 2020
Construction Management and Inspection	Spring 2021
Project Completion	Summer 2021
Warranty Inspection (2 year)	Prior to expiration of bond 2023

DELIVERABLES

St. Paul Regional Water Services owns and retains the documentation. KLM also retains these records for future reference. Deliverables are submitted electronically unless indicated as hard copy required.

Preliminary Design Phase | July 2020

- Preliminary evaluation report

Design Phase | August 2020

- Professional Engineering and certified plans and specifications
- As-built drawings
- Contractor submittals
- bidding documentation and Notice of Award
- State and MN Department of Health documentation and permitting

Construction Phase | Spring 2021

- Inspection and weather logs
- Digital Inspection photos
- Weekly summary and progress meetings
- Surface preparation
- periodic on-site review of project's status and report to SPRWS
- TLCP testing and waste tracking

Warranty Inspection | 2023

- warranty inspection report with color photos

SPRWS' RESPONSIBILITIES

SPRWS personnel shall be responsible for the following items. Providing these necessary items are vital to the safety and accuracy of the inspection process. Failure to established proper safety measures would increase the risk of job-site injury.

- Manning the shut off valve at all times
- Opening and closing the inlet/outlet pipe
- Attend job-site meetings to review progress and adherence to the schedule
- Providing a live hydrant for daily operations

CONTRACT LINES

Item	Item Description	Unit of Measure	Base Cost
PROPOSAL	PROPOSAL	8P	72,027.00000

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

KLM Engineering, Inc.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

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:

Signature

Printed Name

Title

Date