



**CITY OF DULUTH, MN
REQUEST FOR PROPOSALS FOR**

**Construction Engineering Support Services for City – 2023 Lead Water
Service Replacement Projects
In Gary and Lincoln Park**

Issued February 28, 2024

Solicitation Number: 24-99326

**Proposals Due: March 13, 2024
10:00 AM Central Time**

PROJECT OVERVIEW

The City of Duluth is interested in retaining one or more consultants to provide Construction Engineering Support Services (inspection / on-site observation) for Lead Service Line Replacement (LSLR) Projects in the Gary and Lincoln Park neighborhoods.

BACKGROUND

The City intends to move forward with at least two LSLR projects in 2024 based on consultant prepared design plans prepared by MSA (Gary Neighborhood) and SEH (Lower Lincoln) known as the 2023 Lead Service Line Replacement projects.

The Gary Neighborhood LSLR project (City Project 2079) includes replacing existing lead or galvanized water service lines with new HDPE service lines in the Gary Neighborhood of Duluth, Minnesota. Approximately 165 homes are included in this specific project scope with allowance for an additional 30 homes to be added as determined by the Engineer.

The Lower Lincoln LSLR project (City Project 2081) includes replacing 201 existing lead or galvanized water service lines with new HDPE service lines. This work included 183 LSLRs and (4) 2" HDPE water main extensions in the Lincoln Park Neighborhood as well as 18 LSLRs at home daycares and child care facilities throughout the City.

Some homes and facilities will have service lines replaced from the curb stop to the internal building connection to the water meter and some will have service lines replaced from the corporation stop on the watermain to the internal building connection to the water meter.

The City of Duluth will serve as the Project Engineer and Project Supervisor for the overall construction administration of the projects. The consultant will provide a Chief Inspector and Assistant Inspector ("Inspectors"). The consultant inspection team will work under the coordination of the City Project Engineer and Project Supervisor.

The City's goals of this Construction Engineering Support Services project are:

- Ensure compliance of the Work with the project Plans and Specifications;
- Provide construction staff with the experience and knowledge to provide proactive, independent- decision making for the timely response/resolution of contractor questions and to address field changes;
- Accurately track and record field quantities, take field measurements, maintain accurate project construction documentation, and provide accurate as-built information and record drawings; and,
- Promote effective communication and collaboration with the Contractor, residents, general public, and City staff to facilitate project completion on time and within budget.

The City of Duluth will provide the following to the awarded consultant(s):

- Project Plans and Special Provisions including addenda
- Assistance in obtaining other related information in City files pertaining to the project if needed.

QUESTIONS & ANSWERS

Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov. Answers to the questions will be posted as an Addendum to the RFP.

ADDENDA TO THE RFP

If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/>. Although an e-mail notification will be sent, it is the Consultant's responsibility to periodically check the website for any new information

SMALL DIVERSE BUSINESS INFORMATION

The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/>.

MANDATORY DISCLOSURES

By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

GENERAL PROJECT SCOPE

Consulting Construction Engineering Services are expected to include all work necessary to provide engineering inspection and on-site observation as the Project Inspector.

The City of Duluth will serve as the Project Engineer / Project Supervisor and will perform the following tasks:

- Conduct a preconstruction meeting and distribute meeting minutes.
- Review and approve shop drawings.
- Issue contract document clarifications as required.
- Process contract change order requests.
- Review, correct, and approve the Contractor submitted construction progress schedule.
- Process progress pay requests.
- Participate in weekly construction meetings.
- Participate in final and warranty inspections.
- Coordination with the Project Inspector(s).

The selected consultant will serve as the on-site Inspector and shall be responsible for the following:

- Provide experienced personnel on-site with the necessary experience and training to inspect the construction of the project to assure the Work is monitored properly, to ensure conformance of the Work with the plans and specifications, and perform all Inspector Duties per MnDOT 1510 and the City of Duluth 2019 Standard Construction Specifications except as modified or otherwise specified in this RFP. Duties shall include, but are not limited to, the following:
 - Attend the preconstruction meeting and review meeting minutes.
 - Review shop drawings.
 - Prepare contract change order requests.
 - Review and provide comment on the Contractor submitted construction progress schedule.
 - Be in direct communication with the general Contractor to schedule and arrange for on-site inspection staffing.
 - Observe all aspects of the construction. Take regular photos of the work to document progress and field conditions.
 - Monitor the Contractor's performance and quality/ conformance of materials utilized in the Work.
 - Prepare daily and weekly inspection records and submit weekly.
 - Inspect erosion and sediment control measures for compliance with the project SWPPP.
 - Provide a brief daily e-mail to the City Project Engineer / Project Supervisor at the end of each work day summarizing the work completed, issues encountered, and what work is anticipated the next day.
 - Serve as the initial point of contact for all resident / owner concerns. Answer questions and assist in resolving issues and concerns (based on consultation with City

- Project Engineer / Project Supervisor) from impacted property owners.
- Coordinate on-site materials testing with the City's material testing agency.
- Immediately notify the City's Project Engineer / Project Supervisor of non-conforming work or safety violations.
- Prepare and enter monthly progress payments using the City's RT Vision/One Office system.
- Prepare agenda, lead, and prepare timely minutes for weekly construction meetings between the Contractor, Owner(s), Engineer, and other interested parties such as utility owners, permitting agencies and area residents.
- Provide as-built survey and record drawings/as-builts including water service cards.
- Conduct, prepare, distribute, and verify/track project final inspection punch list.
- Conduct, prepare, and complete One-Year warranty inspection.
- Provide all construction deliverables and project documentation including, but not limited to, field logs and computations, survey files and data, meeting minutes, project correspondence, as-builts/record drawings, punch list, and warranty inspection reports.

Specified contract dates for both projects indicate a construction start date of April 15, 2024, and a project completion date of October 18, 2024. All proposals shall assume a 6-day work week (Monday – Saturday) and 10 hours of inspection hours per day.

The City anticipates that the Contractor(s) for these projects will have at least two crews operating to complete the work per project. The consultant shall provide Inspectors (a Chief Inspector and an Assistant Inspector) which shall be assigned as needed to the Contractor's crew(s) as directed by the City's Project Engineer / Supervisor and/or as required to ensure that critical operations are properly inspected per the requirements of this RFP.

The Chief Inspector is expected to have a minimum of (4) four years of inspection experience (or equivalent) including a working knowledge of roadway and utility construction methods, materials, standards and specifications; working knowledge of MnDOT and City of Duluth Construction Standards; and knowledge in the use of the City's RT Vision / One Office construction management software. The Chief Inspector is expected to have the ability to provide technical supervision and leadership to the Assistant Inspector; read and interpret the plans and contract specifications; apply engineering principles to determine field adjustments; and communicate effectively with contractor personnel, residents, utility owners, and the general public. The Chief Inspector shall verify lines, grades dimensions, and elevations using survey equipment to ensure conformance with the plans and to prepare the project record drawings and as-built records. The Chief Inspector shall make field measurements of pay items and is responsible for the preparation and maintenance of detailed project records including daily and weekly diaries, as-built plans, and pay quantity records. The Chief Inspector shall assist in the preparation of monthly progress payments and the development of change orders. Experience with designing and/or inspecting a comparable LSLR project(s) is highly desired. Knowledge of residential and commercial building construction and plumbing is highly desired.

The Assistant Inspector is expected to have a minimum of two (2) years of inspection experience (or equivalent) including a working knowledge of roadway and utility construction methods, materials, standards and specifications; working knowledge of MnDOT and City of Duluth Construction Standards; and knowledge in the use of the City's RT Vision / One Office construction management software. The Assistant Inspector is expected to have the ability to read and interpret the plans and contract specifications; to contact and coordinate with the Chief Inspector to determine field adjustments; and communicate effectively with contractor personnel, residents, utility owners, and the general public. The Assistant Inspector shall verify lines, grades dimensions, and elevations using survey equipment to ensure conformance with the plans and to prepare the project record drawings and as-built records. The Assistant Inspector shall make field measurements of pay items and is responsible for the preparation and maintenance of detailed project records including daily and weekly diaries, as-built plans, and pay quantity records. Under the guidance of the Chief Inspector, the Assistant Inspector shall assist in the preparation of monthly progress payments and the development of change orders. Experience with designing and/or inspecting a comparable LSLR project(s) is highly desired. Knowledge of residential and commercial building construction and plumbing is highly desired.

Detailed resumes for both the Chief Inspector and Assistant Inspector including years of relevant experience, key project experience, education, certifications, and training should be provided.

All work shall be performed in accordance with the most recent versions of the City Standard Specifications and Engineering Guidelines; both are available on the City of Duluth website at <https://duluthmn.gov/engineering/>.

The Consultant may propose on one or both projects. The City may award both projects to one consultant or choose to award to two consultants. The City anticipates there may be cost savings for consultants to perform work on more than one project, so each consultant may submit multiple cost proposals for one or both projects. All cost proposals may be in the same sealed envelope, but must clearly identify how many and which project(s) the proposal is for.

SCOPE OF SERVICES

1. Construction Administration

- a. The consultant shall provide project management for the project including general coordination of staff, attendance of the preconstruction meeting, project setup, review of the plans and specifications, and shop drawing review.
- b. Project management services provided by the Consultant shall include, but not be limited to the following: coordination, contract management, invoicing, etc.
- c. Construction administration services shall be based upon an assumed construction duration of 27 weeks.

2. Construction Inspection

- a. The Consultant shall provide all documents and services to provide full time construction inspection services for final completion and acceptance of the street

utility improvements including the completed construction documentation (quantity calculations, field measurements, change order preparation, schedule review, daily and weekly inspection records, preparation of monthly progress payments, final inspection and punchlist, warranty inspection and report, survey files and data, record drawings, water service cards, and final records). The proposal shall be based upon 27 weeks of construction and a total of 60 hours per week of inspection by both the Chief Inspector and Assistant Inspector.

- b. In the event of vacation or other circumstances necessitating time off by the Chief Inspector or Assistant Inspector, the consultant shall be prepared to provide staff of **equal or better experience and qualifications** to serve in the absence of such key personnel. Vacation or planned out of the office time must be arranged at three (3) weeks in advance with the City Project Engineer / Project Supervisor. In addition, detailed resumes indicating experience and qualification of such temporary staff shall be provided three (3) weeks in advance for review and acceptance by the City.

PROJECT COMPLETION DATES

February 28, 2024	RFP Issued
March 13, 2024	Proposals Due
March 25, 2024	Council Approval to Award Contract(s)
April 15, 2024	Start Construction
October 18, 2024	Construction Completion
June 2025	Final Warranty Inspection

This schedule is subject to change if interviews are held prior to selection of consultant(s).

QUALIFICATION PROPOSAL CONTENTS

To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP. The proposal shall be submitted in the following format broken into the 5 sections identified below. Proposals not following the specified format will not be reviewed. No additional sections or appendices are allowed. The proposal shall be limited to 5 pages plus a cover letter (The page limit includes all resumes. Proposals that exceed this limit will not be reviewed. Dividers and covers are not included in the page limitation). The proposal format shall be as follows:

1. Goals and Objectives

A restatement of the goals and objectives and the project tasks to demonstrate the responder's view and understanding of the project.

2. Experience

An outline of the responder's background and experience with similar projects. Prior work with the City of Duluth including knowledge of City standards, specifications, and best practices are considered essential for this project. Consultants should include lead service replacement projects and projects where there is extensive interaction with residents. Project descriptions shall include a list key staff and their role.

3. Personnel

Identify personnel to conduct the project and detail their work experience. Identify how personnel proposed for this project were involved with the projects listed as experience. No change in personnel assigned to the project will be permitted without approval of the City.

4. Work Plan

The proposer shall complete the provided work plans for the work tasks to be accomplished and the budget hours to be expended on each task. The work plan shall be submitted in the provided spreadsheet format and for each task and the number of hours for each staff person on that task.

Do NOT include any costs in the work plan.

5. References

References may be requested prior to final consultant selection and do not need to be included.

COST PROPOSAL CONTENTS

Provide, in separate **SEALED** envelope, one copy of the cost proposal (utilizing the provided cost proposal format), clearly marked on the outside "Cost Proposal" along with the responder's official business name and address. Terms of the proposal as stated must be valid for the project length of time.

Each consultant may propose one or both of the lead service projects if they feel they can provide qualified staff to fulfill the requirements of the RFP. Cost estimates may be in the same separately-sealed envelope, but each proposal must clearly identify how many and which project(s) the proposal is for.

For each proposal, the consultant must include a not-to-exceed total project cost. The cost proposal shall include all of the following:

- A cover/transmittal letter
- A breakdown of the hours by task for each employee. This shall be in the same format as the provided work plan in the Qualifications proposal with the addition of costs.
- Hourly rates for each specific employee proposed (not general rates by category).
- Identification of anticipated direct expenses and rates for miscellaneous charges such as mileage and copies.
- Identification of any assumption made while developing this cost proposal.
- Identification of any cost information related to additional services or tasks. Include this in the cost proposal, but identify it as additional costs and do not make it part of the total project cost.
- The Consultant must have the cost proposal/cover letter/transmittal signed in ink by a member of the firm authorized to bind the company into a contract, and the attached Appendix A completed.

- The consultant must not include any cost information within the body of the RFP qualification proposal response.

SELECTION

The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described herein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

	Item	Percent
1	Goals and Objectives	10%
2	Experience	30%
3	Personnel	40%
4	Work Plan	10%
5	Project costs/fees	10%

Proposals will be evaluated on a best value basis with 80% qualifications and 20% cost consideration. The review committee will not open the cost proposal until after the qualification points have been awarded. The City reserves the right to interview Consultants (in-person or virtually) prior to making a final decision.

SUBMITTAL DATE

Submit one (1) paper copy of the Proposal and one (1) paper copy of the Cost Submittal in an envelope marked, 24-99326 RFP Construction Engineering Support Services for City – 2023 Wide Lead Water Service Replacement Projects in Gary and Lincoln Park. In addition, Proposers shall submit one (1) copy of the entire proposal (Proposal and Cost Submittal, along with all requested documents) on a flash drive in Microsoft Office-compatible or pdf format by 10:00 AM central time, March 13, 2024 to:

Purchasing
City Hall Room 120
411 West 1st Street
Duluth, MN 55802

CONTACT

All questions concerning the project shall be directed to:

Brad Scott, Senior Engineer
City of Duluth - Engineering Division
411 W. 1st Street, Room 230 City Hall
Duluth, Minnesota 55802-1191
bscott@duluthmn.gov

LIMITATIONS

This Request for Proposal does not commit the City of Duluth to award a contract or pay costs incurred in the preparation of the proposal, or to procure a contract for services or supplies.

The Proposal shall not in any way include any restrictions on the City of Duluth. The Consultant shall NOT provide proposed contract language.

The City of Duluth specifically reserves the right to accept or reject any or all proposals, to negotiate with any qualified source, to cancel in part or in its entirety the Request for Proposal, to waive any requirements, to investigate the qualifications of any proposal, to obtain new proposals, or proceed to have the service provided in any way as necessary to serve the best interests of the City of Duluth. The City is not liable for any costs the Consultant incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

The selected consultant must sign the City of Duluth standard Professional Engineering Services Agreement, a sample of which is available at <https://duluthmn.gov/purchasing/forms/>. Any questions concerning this agreement should be asked PRIOR to proposal submittal. These questions should be directed to Eric Shaffer in the City Engineering Office.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

Prior to entering into an agreement with the city, the consultant shall furnish proof that it has all legal requirements for transacting business in the State of Minnesota.

APPENDICES

Appendix A – Proposal Cover Sheet

Appendix B – Federal Supplemental Provisions

Appendix C – Byrd Anti-Lobbying Certificate: The completed certificate must be submitted with your proposal.

APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 24-99326
RFP Construction Engineering Services for Lead Water Service Replacements

Bidder Information:	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name & Title of Authorized Signer	
Email of Authorized Signer	

APPENDIX B
City of Duluth
Supplementary Provisions – State & Federal Funding
RFP# 24-99326
RFP Construction Engineering Services for Lead Water Service Replacements

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Termination

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City

agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

4. Workforce Certificate

Contractors for a capital project over \$250,000 funded by General Obligation bonds, Trunk Highway funds or other state funds who have 40 or more full-time employees on a single day during the past 12 months must provide a workforce certification from the commissioner of human rights or certify in writing that the company is exempt. More information is available on the Workforce Certificate Requirement at Minnesota Statutes Section 363A.36 or <https://mn.gov/mdhr/certificates/workforce-certificate/>.

5. Equal Pay Certificate

Contractors for a capital project over \$1,000,000 funded by General Obligation bonds, Trunk Highway funds or other state funds who have 40 or more full-time employees on a single day during the past 12 months must provide an equal pay certificate from the Department of Human Rights or certify in writing that the company is exempt. Bidders may find more information on the Equal Pay Certificate Requirement at Minnesota Statutes Section 363A.44 or at this website: <https://mn.gov/mdhr/certificates/equalpay/>.

6. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

- a. Placing qualified socioeconomic firms on solicitation lists;
- b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;
- d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

8. Davis Bacon Act.

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage decision included as part of the bid solicitation. In addition, contractor shall pay wages not less than once a week.

9. Compliance with the Copeland "Anti-Kickback" Act.

Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor and any subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

10. Contract Work Hours and Safety Standards Act.

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall ensure that no laborer or mechanic involved in the Work is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. In addition, state or local funding sources may impose more strict requirements or higher rates for wages, benefits, and overtime rates. Contractors must review the labor cost bidding data form included with the bid package and compensate workers accordingly.

11. Clean Air Act and Federal Water Pollution Control Act

Contractor shall 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding \$150,000 that is financed in whole or in part with Federal funds.

12. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

13. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

14. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors must certify that that 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.

15. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at the EPA’s

Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

16. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of 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).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of 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) is prohibited.

In addition, 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 is prohibited.

17. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable under a Federal award, supply and/or use 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, "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. "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.

Contractors shall include the preceding language in all subcontracts.

APPENDIX C
RFP# 24-99326
RFP Construction Engineering Services for Lead Water Service Replacements

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date