CITY OF DULUTH, MN
REQUEST FOR PROPOSALS FOR

Engineering Services for City - Wide Lead Water Service Replacement (Lower Lincoln Park & Hillside)

Issued November 16, 2023

Solicitation Number: 23-99772

Proposals Due: December 7, 2023
10:00 AM Central Time

PROJECT OVERVIEW

The City of Duluth is interested in retaining one or more consultants to provide engineering services for design services for the replacement of lead services on both public and private property.

BACKGROUND

The City of Duluth is pursuing funding from the Minnesota Department of Health (MDH) Public Facilities Authority (PFA) for the replacement of lead services within the City. This funding has been approved at both the State and Federal levels for municipalities to use on both public and private water services. The City is confident they will be awarded both loan and grant dollars for this project.

Lead was the most common material used for water services within the City thru 1929. Each water service within the City is broke into two pieces: a public portion within the right-of-way and a private portion on private property. These services have been inventoried and are shown within the City GIS. The City is currently engaged in an ongoing inventory effort to assess the private services by entering and inspecting homes. City staff are commonly in private homes to maintain water meters or to provide service to natural gas appliances and are reviewing the service connection for the presence of lead. In addition, the department is making special inspections for homes located in targeted areas. Areas within the Hillside and Lincoln Park neighborhoods have been designated as target areas for this phase of lead service replacements. In these areas, the City has (will) send letters to all homes that are potentially affected.

The City hopes to bid these two lead service replacement projects (Hillside and Lower Lincoln Park – see attached maps) in 2025. Each project would include approximately 250 service replacements. The City does not currently have adequate staff to assemble bid plans and inspect service replacements. Design for these projects must be completed for MDH review and certification no later than June 2024. **More than one consultant may be selected from this solicitation to prepare plans and specifications.**

The City and the Consultants will jointly determine the best methods for installing and replacing services. It is anticipated that this will include a combination of open-cut and trenchless technologies.

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

- All available street and utility drawings from previous projects.
- Assistance in obtaining other related information in City files pertaining to the project if needed.
- GIS data
- Plans and specification for the 2022 City water service project.

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 Engineering Services are expected to include all work necessary to provide final design including plans and specifications and bidding services.

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 assuming 250-lead service replacements for each project. The City may award both projects to one consultant or choose to award one project 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 (i.e., consultant may submit one technical proposal with a separately-sealed cost proposal for one 250-service project in the Hillside neighborhood, and a second cost proposal for one 250-service project in the Lincoln Park neighborhood. 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. Initial Site Visit and Consultations

a. The Consultant shall meet with City of Duluth representatives to review project scope and complexity, design criteria, related requirements, view existing conditions, gather data from the City engineering files and previously prepared designs.

b. The Consultant shall plan to meet with the City to a minimum of (5) times to review plan and bidding alternatives for the project including open cut and trenchless methods for service installation.

b. The Consultant shall plan to inspect homes and businesses to confirm the presence of lead service(s) and/or designated for lead service replacement. This inspection shall include the following:

i. Confirmation of service material
ii. Confirmation of location of water service entrance and water meter
iii. Confirmation of sanitary sewer entrance location
iv. Note presence of electrical ground rod if visible on property
v. Determination of required construction within the basement to replace the lead service including repair of disturbed surfaces.
vi. Photo documentation of the existing yard and basement conditions.
vii. Review available City sewer plat books for the presence of bedrock to determined potential need for open cut trenching.
viii. Any other information necessary for bidding a water service replacement project.
ix. The consultant is responsible for mailing notices to homeowners of the lead service replacement opportunity and the need for home inspection along with the City's agreement with property owners to complete the lead service replacement.

1. The Consultant shall maintain a record of homeowner outreach attempts including at least (2) mailed letters to the property owner and resident. If no response is received to the mailed letters, (2) physical outreach visits to the house must occur one of which must be after 5 pm on a weekday and one on a weekend between 10 am and 5 pm. The Consultant outreach record shall include identifying information (address, homeowner,

resident/renter (as applicable), etc.) and the dates and outcomes of each outreach attempt. Physical outreach methods shall also include leaving door hangers and letters at the residence with project team contact information.

The Consultant should assume that many of these inspections will need to occur in the evening or on the weekend when residents are home.

2. Plans and Specifications

a. The consultant shall prepare construction drawings as necessary to provide for the replacement of existing lead services. The City anticipates that each building will require one 11 x 17 plan sheet documenting the existing and new service location(s) and replacement method. The plan will also include pictures inside and outside of the existing structure to document restoration requirements. Examples of the plans and special provisions previously prepared by the City are available for review. The consultant plans are expected to follow the example plan formatting and organization.

b. The City intends to bid two separate projects for construction. As such, two separate plans and specifications will be required for approximately 250 service replacements each.

c. The specification preparation shall also include appropriate sections for bidding, bonding, agreements, general and special provisions, and other appropriate contract provisions as well. These sections shall be developed in accordance with the City standards, which shall be made available to the consultant.

d. The drawings shall include all necessary site maps, plans, elevations, sections, details, and notes as needed or necessary to adequately show, explain or describe all features of the project.

3. Cost Estimate

Following the completion of the plans and specifications, a quantity takeoff and a detailed itemized construction cost estimate for each individual phase of the project shall be provided.

4. Project Bidding

Upon completion of plans and specifications, the consultant shall provide all documents and services to provide for bidding and award for construction. The consultant shall answer any questions brought up during bidding and attend a pre-bid conference. This design phase shall be considered complete upon award of the project following bidding. **It is anticipated that the projects may bid on different days. As such, the consultant's cost estimates should include time for multiple bids.**

PROJECT COMPLETION DATES

November 16, 2023	RFP Issued
December 7, 2023	Proposals Due by 10:00 AM
December 18, 2023	Council Approval to Award Contract(s)
May 6, 2024	Plans and Specifications complete
May 27, 2024	Plans submitted to MDH
June 2024	MDH Plan Certification
Fall / Winter 2024 / 2025	Advertise for bids
April / May 2025	Start Construction
November 2025	Construction Completion

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 10 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. Identify a professional engineer registered in the State of Minnesota who will oversee the overall project. No change in personnel assigned to the project will be permitted without approval of the City.

4. Work Plan
   Include a detailed work plan identifying the work tasks to be accomplished and the budget hours to be expended on each task and subtask for the design. The work plan shall be in spreadsheet format and shall list each task and the number of hours for each staff person on that task.

   The work plan shall also identify the deliverables at key milestones in the project as well as any other services to be provided by the City. The City staff intends to be actively involved with the project and five design (5) meetings held at City Hall are to be contained in the work plan in addition to any data collection or input/review meetings. Do NOT include any costs in the work plan.

   The work plan shall be for 250 service replacements (per project).

5. Work Schedule
   An anticipated work schedule shall also be provided. The work schedule shall identify all key milestone dates.

6. 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, 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 complete the design(s) per the required schedule. 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, as well as subtotals for design services and bidding and any sub consultant fees. 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 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	15%
2	Experience	30%
3	Personnel	15%
4	Work Plan and Schedule	20%
5	Project costs/fees	20%

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 will only open costs from the top scoring proposers to determine final results. The City reserves the right to interview Consultants (in-person or virtually) prior to making a final decision.

SUBMITTAL INSTRUCTIONS

Submit an original, three (3) copies, and a flashdrive containing a complete copy of the proposal and separate cost estimate, in an envelope marked, 23-99772 RFP Engineering Services for City Wide Lead Water Service Replacement 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

(218) 730-5025

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 Brad Scott 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# 23-99772
RFP 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 – FEDERAL SUPPLEMENTARY PROVISIONS
CITY OF DULUTH
RFP# 23-99772
RFP Engineering Services for Lead Water Service Replacements

City of Duluth
Supplementary Provisions – State & Federal Funding
23-99772 RFP for 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. Breach of Contract.

The City may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 4, Termination, for reasons including but not limited to any of the following:

   a. Failure to begin the Work within the time specified in the Contract;
   b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
   c. Unsatisfactory performance of the Work;
   d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
   e. Discontinuance of the Work without approval;
   f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
   g. Insolvency or bankruptcy;

h. Failure to protect, to repair, or to make good any damage or injury to property;

i. Breach of any provision of the Contract;

j. Misrepresentations made in the Contractor's bid/proposal; or

k. Failure to comply with applicable industry standards, customs, and practice.

4. 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.

5. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. 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.

7. Rights to Inventions Made Under a Contract or Agreement.

For any contracts involving the "substitution of parties, assignment or performance of experimental, developmental, or research work", Contractor shall 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.

8. 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.

9. 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).

10. 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.

11. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) *(This clause is required in all federal contracts. In addition, the certification form is required for all federal contracts over $100,000)*

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.

12. 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.

APPENDIX C – BYRD ANTI-LOBBYING CERTIFICATE
CITY OF DULUTH
RFP# 23-99772
RFP Engineering Services for Lead Water Service Replacements

The completed certificate must be submitted with your proposal.

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.

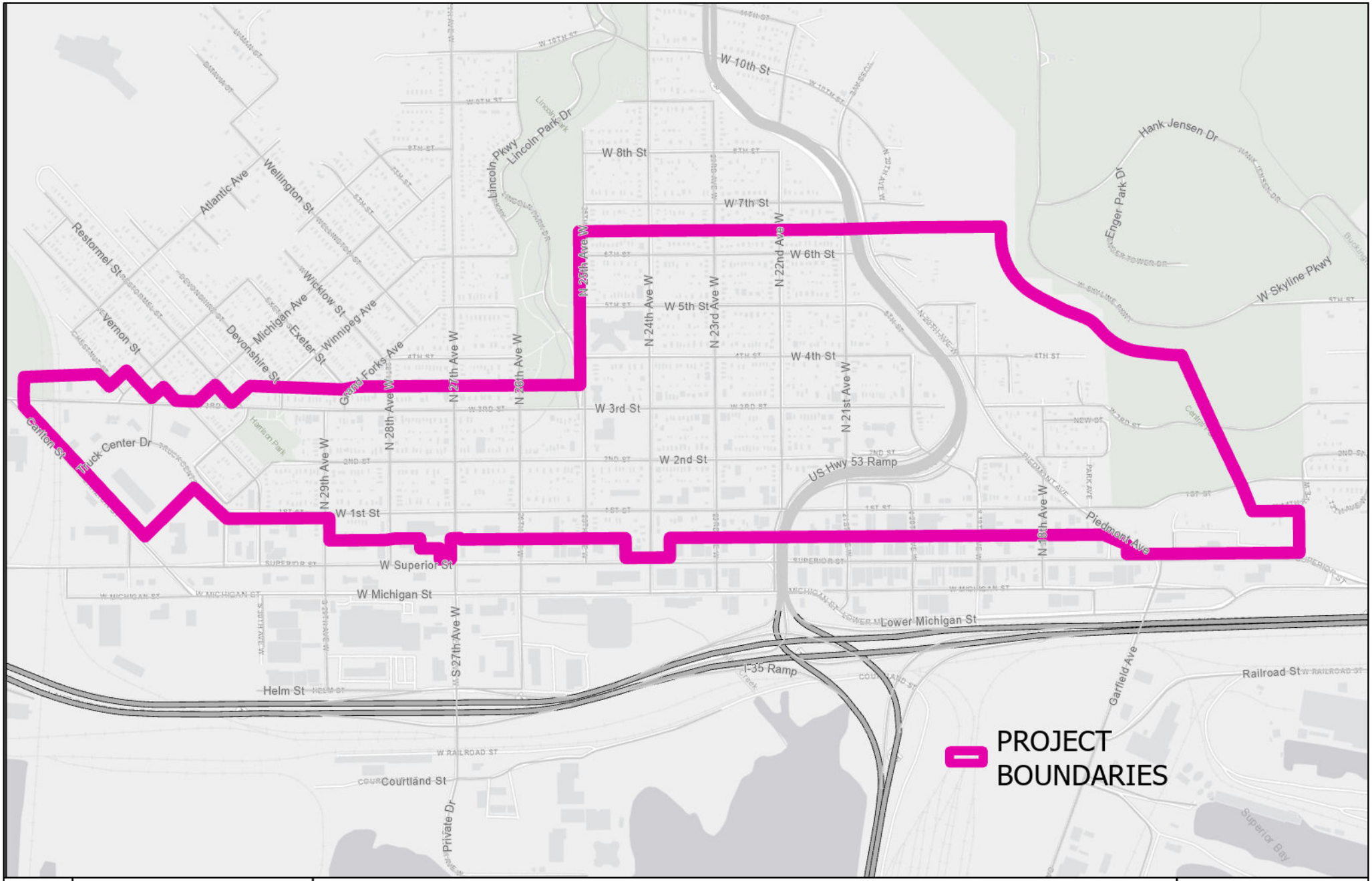
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act 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



0 0.1 0.2 Miles

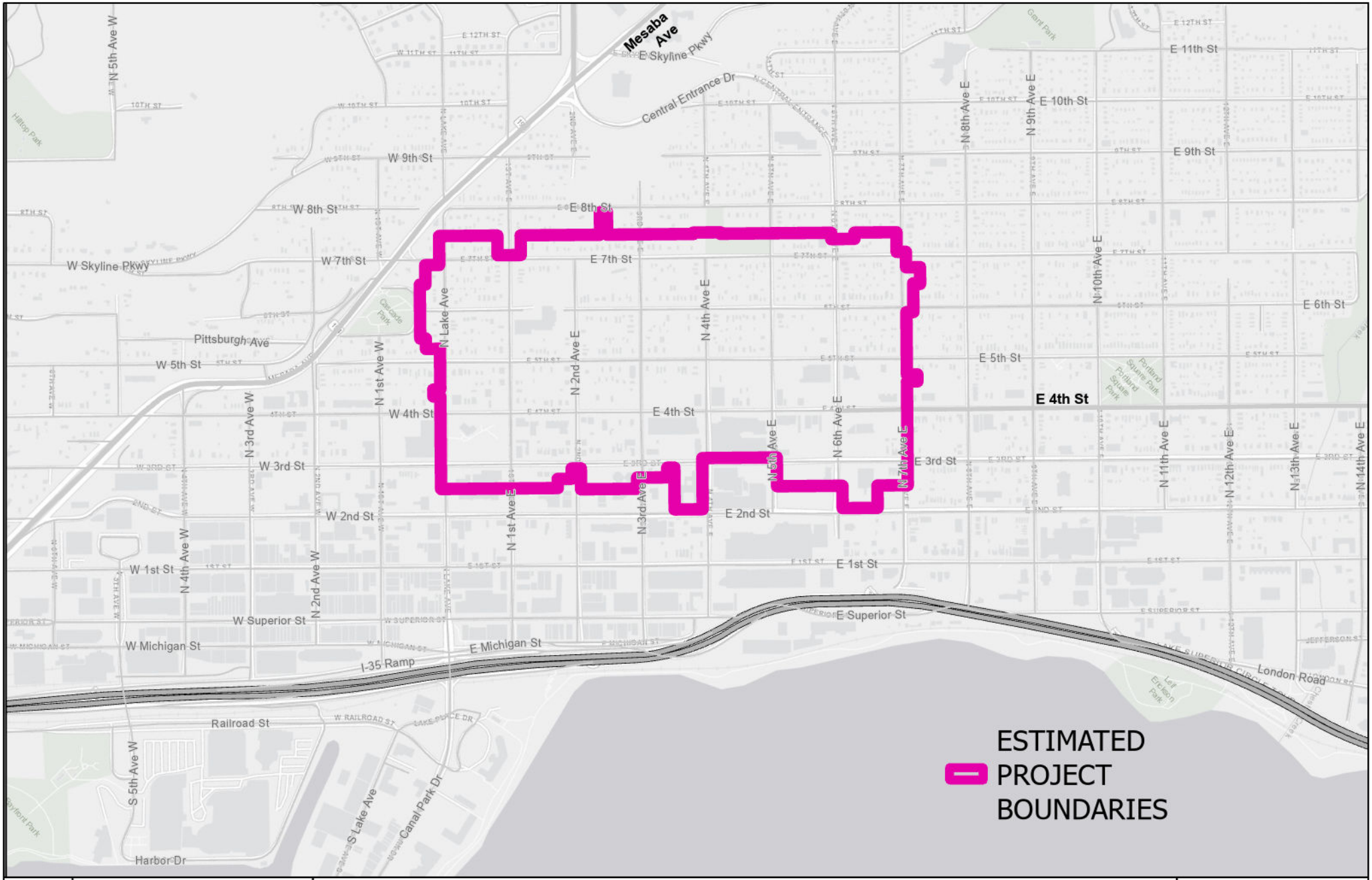
411 W 1st St,
DULUTH, MN 55803
PHONE: (218) 730-5000
www.duluthmn.gov

Source: City of Duluth
Author: jmaruska
Date: 11/9/2023

PROJECT #2214
LEAD WATER SERVICE REPLACMENT
2025 LOWER LINCOLN

THE CITY OF DULUTH MINNESOTA

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within. The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.



0 0.1 0.2 Miles

411 W 1st St,
DULUTH, MN 55803
PHONE: (218) 730-5000
www.duluthmn.gov

Source: City of Duluth
Author: jmaruska
Date: 11/9/2023

PROJECT #2215
LEAD WATER SERVICE REPLACMENT
2025 HILLSIDE

THE CITY OF DULUTH MINNESOTA

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