CITY OF DULUTH

REQUEST FOR PROPOSALS FOR

Coastal and Civil Engineering Services
for
Brighton Beach Bank Failure

RFP NUMBER 21-99263

ISSUED FEBRUARY 17, 2021

MARCH 10

PROPOSALS DUE FEBRUARY 19, 2021 by 2:00 pm

SUBMIT TO

CITY OF DULUTH
ATTN: PURCHASING DIVISION
CITY HALL, ROOM 120
411 WEST 1ST STREET
DULUTH, MN 55802
PART I - GENERAL INFORMATION

I-1. Project Overview. The City of Duluth is looking for an experienced team of professional Coastal Engineers and Civil Engineers to provide comprehensive design services and construction administration for a portion of the shoreline at Brighton Beach that has failed and is threatening the existing road. This bank failure is located at the northern corner of the park where the existing road turns inland up the hill to meet old highway 61 (see map in Appendix B).

This is a FEMA-funded project with a very tight schedule. Permitting and construction must be coordinated with the trail project currently (TPCU).

This project is separate from the other work in progress at Brighton Beach. Questions should be directed to purchasing@duluthmn.gov.

Additional detail is provided in Part IV of this RFP.

I-2. Calendar of Events. The City will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-proposal site visit will be held on this date.</td>
<td>Tue. 2/23/21 at 1:00 pm</td>
</tr>
<tr>
<td>Deadline to submit Questions via email to <a href="mailto:purchasing@duluthmn.gov">purchasing@duluthmn.gov</a></td>
<td>Thur. 2/25/21</td>
</tr>
<tr>
<td>Answers to questions will be posted to the City website no later than this date.</td>
<td>Mon. 3/1/21</td>
</tr>
<tr>
<td>Proposals must be received in the Purchasing Office by 2:00 PM on this date.</td>
<td>Wed. 3/10/2021</td>
</tr>
</tbody>
</table>

I-3. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-4. Pre-proposal Conference. The City will hold an optional site visit as specified in the Calendar of Events at Brighton Beach Park (near Congdon Boulevard and Brighton Beach Road). Interested bidders are encouraged to attend and should meet at the project site.

I-5. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov no later than the date
indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

I-6. **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/](http://www.duluthmn.gov/purchasing/bids-request-for-proposals/). Although an e-mail notification will be sent, it is the Bidder’s responsibility to periodically check the website for any new information.

I-7. **Proposals.** To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. **Due to the closure of City Hall as a result of the pandemic, proposals cannot be dropped off in the Purchasing office.** There is a black drop box near the parking area on the 2nd Street side of City Hall with an opening that is 11in x 3in. If your proposal is larger than the opening, you must submit it via a delivery or carrier service such as USPS, FedEx or UPS. It is recommended that you have proposals delivered the day before the deadline to ensure they are delivered on time. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed.

Please submit one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope. In addition, Bidders shall submit one copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on flash drive in Microsoft Office-compatible or pdf format.

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.

I-8. **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/](http://mnucp.metc.state.mn.us/).

I-9. **Term of Contract.** The term of the contract will begin once the contract is fully executed and is anticipated to end by July 1, 2021. The selected Bidder shall not start the performance of any work nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.
I-10. **Payment.** All compensation will be based on percentage of project completed and will not exceed the amount identified in the agreement. Weekly progress reports will be provided to the City and will include tracking of estimated percentage of overall project scope completed to date. Hourly task breakdown by employee is for evaluation purposes and does not imply that payment will be based on hours worked.

I-11. **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.

I-12. **Notification of Selection.** Bidders whose proposals are not selected will be notified in writing.

**PART II - PROPOSAL REQUIREMENTS**

1. Cover Letter
2. A restatement of the goals and objectives and the project tasks to demonstrate the Proposer's understanding of the project.
3. An outline of the Proposer’s background and experience with similar projects. Experience shown should provide proof of past work experience in successful seawall engineering, engineering competency in large water body coastal/shoreline projects, and any experience with the City of Duluth.
4. Identify the personnel that will be conducting the project and detail their training and work experience, particularly in the projects listed to document competency in seawall and coastal engineering. Identify a professional Coastal Engineer licensed in the State of Minnesota who will oversee the project.

No change in personnel assigned to the project will be permitted without approval of the City.

5. Provide a detailed work plan identifying the tasks to be accomplished and the budget hours to be expended on each task. The work plan shall also identify the deliverables at key milestones in the project as well as any other services expected to be provided by the City.

6. Provide a minimum of three (3) references, including names, addresses and telephone numbers, for whom the Proposer has performed similar services, and who can address past performance in seawall and coastal engineering design.

7. Provide one copy of the cost proposal in a separate envelope, clearly marked on the outside with “Cost Proposal”. The terms of the proposal as stated must be valid for the length of the project.

The Proposer must include a lump sum, not-to-exceed total project cost including any sub consultant fees, along with the following information:

- A breakdown of the hours by task for each employee.
- Identification of anticipated direct expenses.
- Include miscellaneous charges such as mileage and copies.
- Identification of any assumptions made while developing the 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.

8. The proposal shall be limited to 15 single-sided 8 ½ x 11 pages, excluding the front and back covers, the cover letter, the cost proposal and any addenda. The separate cost proposal can be an 11” X 17” sheet.

9. Proposer to provide anticipated project schedule from the start of the design process to completion of construction.

PART III - CRITERIA FOR 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 therein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

- Qualifications of the Bidder and Personnel 30%
- Prior experience with similar work 30%
PART IV – PROJECT DETAIL

The primary objective of this project is to establish a gravel bed for the trail construction project in the northeast corner of the park with the major bank failure. That bank failure has compromised a portion of the road and will continue to erode the infrastructure over time. The trail project currently underway (TPCU) is slated to use the existing road bed for its route. Due to funding constraints the TPCU project cannot deviate from the proposed grant-approved route.

This Brighton Beach Bank Failure (BBBF) project is intended to stabilize the bank failure and push the trail back far enough away from Lake Superior so it is out of the reach of wave action. Coastal stabilization is not in the scope of the TPCU project, but needs to happen before the TPCU trail passes through.

The City is looking to the Coastal Engineer to provide a design solution that does not include any engineered structures that may cover the beach or add unnecessary cost to the project. We want a passive solution that takes into account the natural erosion rates of the shoreline, stabilization of the shoreline, and moving the trail inland the appropriate distance. For shoreline erosion mitigation, design must include solutions that allow the cobble beach to remain, and establish a slope above the cobble beach to the edge of the trail that is near the angle or at the angle of repose that can be vegetated and stabilized naturally.

Wetland impacts will be encountered and must be coordinated with the open wetland permit through the City Engineering department. Our goal is to keep the combined wetland impacts of both the TPCU and the BBBF projects under the deminimums calculation in order to be able to submit them both under a joint wetland permit. No wetland permitting services are included in the scope of this project.

The Coastal Engineering Team will coordinate with the City Engineering Office working on the TPCU, ensuring concepts and final designs are constructible as it relates to the TPCU project.

Coastal engineering services to do the following:

- Determine trail alignment between approximately stations 110+00 and 118+00
- Move trail away from the influence of the lake wave impact zone and allow natural erosion to run its course and not impact the integrity of the trail
  - No formal wave erosion deterrent structures wanted on this project.
- Wetland permitting may be a limiting factor for the timing of the project
  - A wetland delineation has been completed and wetland permitting is already under contract through the TPCU and is not included in this scope.
  - Determine limits of impacts to wetland.
  - Keep total wetland impacts less than 2,000 SF.
Wetland survey and wetland delineation information will be provided by the City.

- Will need to coordinate with the TPCU project
- Finished constructed product shall be a class 5 trail subgrade consistent with the existing drawings out for the TPCU project (see cross section in Appendix B), and must be ready to pave with the TPCU project mid-summer 2021. Pavement is not in the scope of this BBBF construction project.
- Extend culverts as necessary to move the trail inland
- Maintain the existing cobble beaches in the project area
- Remove foreign debris from the cobble beaches in the project area (concrete, brick, garbage, etc.)
- Will need tree replacement per the UDC
  - City to provide the tree survey data in a point file

**Project Schedule**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant Contract Awarded</td>
<td>March 2021</td>
</tr>
<tr>
<td>Extent of Wetland Impact Determined</td>
<td>April 15, 2021</td>
</tr>
<tr>
<td>Design Complete</td>
<td>April 2021</td>
</tr>
<tr>
<td>Bid Construction</td>
<td>May 2021</td>
</tr>
<tr>
<td>Construction Complete</td>
<td>July 01, 2021</td>
</tr>
</tbody>
</table>

**Meetings**

Provide a summary of the necessary meetings along the entire duration of the project along with anticipated cost of each meeting.

**Survey Services**

The City of Duluth will provide a full existing-conditions topographic survey in PDF and AutoCAD format to the selected consultant team.

**Concept Pre-Design**

The Coastal Engineering design team will provide concept level pre-designs and associated cost estimates that support moving the trail inland and stabilizing the failed bank in the corner of Brighton Beach Park.

1. Review existing conditions, plans, and other pertinent documents.
2. Participate in one internal stakeholder meeting which may include staff from City departments (Property & Facilities Management and Engineering).
3. Based on stakeholder input, create multiple design alternatives, review with staff and modify design alternatives.

**Permitting Phase**

Consultant to list in the RFP response any necessary permits (local, state, federal) needed for the bank stabilization and trail realignment. The City anticipates there will be wetland impacts with the relocation of the trail. These impacts need to be coordinated with the wetland impacts permit currently open for the TPCU project through the park. The City wants to see a solution that does not go over deminimums exemption for the
two combined projects in order to allow the aggressive schedule to succeed. No wetland permitting services are included in this scope of work.

**Design and Bidding Phase**
The Coastal Engineer will produce full specifications and plans ready for bid. Cost estimates of the project shall be prepared and updated at each step in the design process. Consultant shall support the bid process by attending the pre-bid meeting with contractors, preparing addenda as needed, evaluating the bids in a timely manner, and assisting City staff in making a recommendation for contract award.

**Construction Survey and Layout**
The Coastal Engineer shall provide all staking necessary for the construction of the project, as approved by the City.

**Construction Administration and Inspection**
The Coastal Engineering design team shall provide 100 percent on-site construction administration.

For purposes of this project, 100 percent construction administration / site observation is defined as a requirement of documented presence by an approved individual whenever construction crews are on site and work is being performed. It shall include daily pre-job briefs and recording meeting notes to be included in weekly observation reports; and providing weekly progress reports and other reports as needed to support the project. During construction, potential changes to project scope, quantities, cost or final product will be disclosed, reported and discussed with City staff at the next weekly progress meeting or before. No significant changes will be approved by successful proposer without prior City approval in writing.

**PART IV – APPENDICES**

**Appendix A**

*Proposal Cover Sheet* – this form must be completed and returned with the proposal.

**Appendix B - Exhibits**

*Exhibit B-1 Project Location Map*

*Exhibit B-2 Existing Conditions Survey*

*Exhibit B-3 Typical Trail Cross Section*

*Exhibit B-4 Brighton Beach Trail (TPCU) Construction Documents*
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. **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.

8. **Rights to Inventions Made Under a Contractor 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.
9. **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.

10. **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).

11. **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.


13. **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 website, [https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

14. **Changes.** To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. **Access to Records.** The following access to records requirements apply to this contract:
   a. The contractor agrees to provide The City of Duluth, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
   b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   c. The contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

16. **DHS Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

17. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable
federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. **Program Fraud and False or Fraudulent Statements or Related Acts.** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.
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, 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
# APPENDIX A - PROPOSAL COVER SHEET

CITY OF DULUTH  
RFP# 21-99263  
Coastal and Civil Engineering Services for Brighton Beach Bank Failure

<table>
<thead>
<tr>
<th>Bidder Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Name</td>
</tr>
<tr>
<td>Mailing Address</td>
</tr>
<tr>
<td>Contact Person</td>
</tr>
<tr>
<td>Contact Person’s Phone Number</td>
</tr>
<tr>
<td>Contact Person’s E-Mail Address</td>
</tr>
<tr>
<td>Federal ID Number</td>
</tr>
<tr>
<td>Authorized Signature</td>
</tr>
<tr>
<td>Title</td>
</tr>
</tbody>
</table>
APPENDIX B - EXHIBITS
TYPICAL SECTION
10' BITUMINOUS MULTI-USE TRAIL
EARTHWORK BALANCES

COMMON EXC. 1478 CY

REDUCIBLE 702 CY

TOTAL PROJECT EXCAVATION 2180 CY

CULVERTS 53 CY

TRAIL SECTIONS 1176 CY

ROCK 48 CY

CULVERTS 8 CY

TRAIL SECTIONS 40 CY

EARTHWORK NOTE:

THIS PROJECT REQUIRES 3432 CY OF COMMON EMBANKMENT MATERIAL

1. ALL EXCAVATED MATERIALS FROM STATION 88+50 TO 98+40 (WOODED AREA),

2. DOES NOT INCLUDE REMOVAL AND SALVAGE OF INPLACE DECORATIVE ROCKS.

3. THIS PROJECT REQUIRES 1252 CY OF IMPORTED TOPSOIL DURING CONSTRUCTION, IF THE ENGINEER DETERMINES THAT THERE IS MATERIAL SUITABLE FOR TOPSOIL ON SITE. STUMPING, STOKETONING AND PLACEMENT OF MATERIAL WILL BE PAID FOR AS COMMON BORROW (CY). CONSTRUCTION SLOPES MUST BE COVERED IN 6" OF MATERIAL MEETING COMMON BORROW SPECIFICATION. "A" HORIZON SOILS PER WASTE GRADING AND BASE MANUAL MAY BE CONSIDERED TOPSOIL IF APPROVED BY ENGINEER.

CONTRACTOR SHALL REMOVE ALL STUMPS AND ROCKS EXCEEDING 3" IN ANY DIMENSION AT THE TIME OF FINAL TOPSOIL PLACEMENT AND/OR AFTER LOÖDING THE SOIL PRIOR TO SEEDING ORどちら.

COMMON BORROW (CY) 901 CY

GRANULAR BORROW (CY) 250 CY

AGGREGATE BASE (CY) CLASS 5 967 CY

TOTAL PROJECT EMBANKMENT 3432 CY

GRANULAR BACKFILL (CY) 32 CY

COMMON TOPSOIL BORROW 623 CY

Boulevard Topsoil Borrow 358 CY

DULUTH, MN 55802

Patrick F. Loomis

DATE: 8/10/00

EARTHWORK BALANCES

CITY OF DULUTH

ENGINEERING DIVISION
411 W. 1ST ST. STE. 211

LAKE WALK EXTENSION - SHORELINE TEENAGE

PARKING Lot

1544

STATE AID PROJECT NO. 118-003-024

SHEET NO. 01 OF 18
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**NOTES**

1. CALCULATED AT 120 LBS/ SQ YD/ INCH
2. ALL PIPES SHALL BE TIED (INCIDENTAL)
3. ALONG TRAIL, PER DIRECTION OF ENGINEER
4. SEE CONSTRUCTION PLAN SHEETS FOR LOCATIONS.
5. NATURAL BASED FERTILIZER; APPLY AT 200 LBS/ ACRE. 18-1-8 FOR CLAY SOILS
6. NATURAL NETTING MATERIAL
7. DITCH BOTTOM STABILIZATION AS DIRECTED BY ENGINEER.
8. SEED MIX 36-311 USED FOR PERMANENT TURF ESTABLISHMENT, APPLY AT 33.5 LBS/ ACRE
9. APPLIED AT 2 TONS/ ACRE
10. SEE LOCATIONS ON SHEETS 42, 49
11. BOULEVARD TOPSOIL BORROW SHALL BE APPLIED FROM THE EDGE OF TRAIL TO THE TOE OF SLOPE.
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**NOTES**

1. CALCULATED AT 120 LBS/ SQ YD/ INCH.
2. ALL PIPES SHALL BE TIED ( INCIDENTAL).
3. ALONG TRAIL, PER DIRECTION OF ENGINEER.
4. SEE CONSTRUCTION PLAN SHEETS FOR LOCATIONS.
5. NATURAL BASED FERTILIZER: APPLY AT 200 LBS/ ACRE. 18-3-8 FOR CLAY SOILS.
6. NATURAL NETTING MATERIAL.
7. DITCH BOTTOM STABILIZATION AS DIRECTED BY ENGINEER.
8. SEED MIX 36-311 USED FOR PERMANENT TURF ESTABLISHMENT, APPLY AT 33.5 LBS/ ACRE.
9. APPLIED AT 2 TONS/ ACRE.
10. SEE LOCATIONS ON SHEETS 42, 49.
11. BOULEVARD TOPSOIL BORROW SHALL BE APPLIED FROM THE EDGE OF TRAIL TO THE TOE OF SLOPE.
## MnDOT STANDARD PLATES

The following standard plates shall apply on this project:

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<td>3143G</td>
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## CITY OF DULUTH STANDARD DETAILS

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**TOTALS:**
- Lit / Ft: 1.7
- Clearing: 1.7
- Grubbing: 89
- Salvage: 5
- Bituminous: 26
- Remove: 4916

**NOTES:**
- # Non-participating
## SUBBASE, AGGREGATE BASE, TOPSOIL AND BITUMINOUS

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## DRAINAGE ITEMS

| Structure | Inlet | Outlet | Pipe | Remove | Pipe Fabric | Geotextile | Type | 1" RC Pipe | Type | 30" RC Pipe | Type | 20" Span | Type | 28" Span | Type | 2" Span | Type | 10" RC Pipe | Type | Clean Drainage | Class | Random Rip/Rip | Class | remarks |
|-----------|-------|--------|------|--------|-------------|------------|------|-------------|------|-------------|------|-----------|------|-----------|------|-----------|------|----------------|------|----------------|------|----------|
| STA 101+38 TO 102+00 | LT | | | | | | | | | | | | | | | | | 62 | SHEET 48 |
| STA 113+40 TO 114+40 | LT | | | | | | | | | | | | | | | | | 70 | SHEET 51 |
| STA 114+40 TO 116+48 | LT | | | | | | | | | | | | | | | | | 155 | SHEET 51 |
| STA 116+48 TO 117+40 | LT | | | | | | | | | | | | | | | | | 45 | SHEET 51 |

### TOTALS

| | | | | | | | | | | | | | | | | | | 184 | 287 | 2 | 2 | 12 | 4 | 84 | 44 | 28 | 40 | 929 | 78 |

### NOTES

2. Rip Rap Quantities Based Upon Minimum Standard Plate 32.530
## TEMPORARY EROSION CONTROL

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<th>Lin Ft</th>
<th>Lin Ft</th>
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**TOTALS**

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<td></td>
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<tr>
<td>79+08.0</td>
<td>7' LT</td>
<td>1</td>
<td>TRAIL &quot;STOP&quot;</td>
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<tr>
<td>79+50.0</td>
<td>20' RT</td>
<td>1</td>
<td>PARK CLOSED 10-6</td>
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<tr>
<td>121+25.0</td>
<td>35' LT</td>
<td>1</td>
<td>BRIGHTON BEACH ROAD / CONGDON BLVD</td>
<td>WHITE</td>
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<tr>
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<td>2</td>
<td>50</td>
<td>1</td>
<td>SEE SHEET 33 FOR DETAILS</td>
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<td>121+56 TO 122+26</td>
<td>70</td>
<td>FOGLINE ON MSAS 185</td>
<td>WHITE</td>
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GENERAL

1. GENERAL

THE MINNESOTA POLLUTION CONTROL AGENCY (MPCA) REGULATES STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY TO WATERS OF THE STATE IN COMPLIANCE WITH THE CLEAN WATER ACT AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)/DISP PROGRAM. THE GENERAL PERMIT (PERMIT) REQUIRES THE DEVELOPMENT AND IMPLEMENTATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP IS A COMBINATION OF NARRATIVE, CALCULATIONS, PLANS SHEETS, AND STANDARD DETAIL SHEETS THAT ADDRESS THE PERMISSIBLE CONDITIONS AT ANY STAGE IN THE CONSTRUCTION OR POST-CONSTRUCTION ACTIVITIES.

2. GENERAL AND ADMINISTRATIVE REQUIREMENTS

A. RESPONSIBLE PARTIES: THE OWNER AND GENERAL CONTRACTOR (OPERATOR) ARE THE RESPONSIBLE PARTIES FOR THE PERMIT AND ARE JOINTLY RESPONSIBLE FOR COMPLIANCE WITH TERMS AND CONDITIONS OF THE PERMIT. OBTAIN AND REVIEW THE PERMIT AND COMPLY WITH PERMIT REQUIREMENTS (PERMIT SECTIONS 3, 4, 6-24, PERMIT PART 3.3). VERIFY THAT PERMIT REQUIREMENTS ARE SATISFIED AND COMPLETE THE PLANS ON THE SWPPP SHEETS.

B. PERMIT APPLICATION (PERMIT SECTIONS 3.2):


C. PERMIT COVERAGE (PERMIT SECTIONS 3.2, 3.4):

FOR PROJECTS THAT DISTURB LESS THAN 50 ACRES AND DO NOT DISCHARGE STORMWATER INTO 1 INCH (AERIAL RADIANCE MEASUREMENT FROM PROJECT DRAINAGE) OF A SPECIAL OR IMPAIRED WATER PERMIT COVERAGE TYPICALLY BECOMES EFFECTIVE UPON ONLINE APPLICATION AND COMPLIANCE WITH THE PAYMENT PROCESS.

FOR OTHER PROJECTS, THE COMPLETE SWPPP MUST BE SUBMITTED TO THE MPCA AT LEAST 30 DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION MIGHT BEGIN AFTER ON-LINE APPLICATION, COMPLIANCE OF THE PAYMENT PROCESS, AND AFTER RECEIVING A DETERMINATION LETTER FROM THE MPCA THAT ALL PERMIT REQUIREMENTS ARE SATISFIED.

D. PERMIT APPLICATION (PERMIT SECTIONS 3.2, 3.4):

DOES THE PROJECT DISTURB 50 ACRES OR MORE? NO

DOES THE PROJECT DISTURB WITHIN 1-2 MILES OF A SPECIAL (PERMIT SECTIONS 3.2, 3.4)

- LARGE SUPERFORD

DOES NOT BE CONDITIONS RELEVANT TO LAND DISTURBING ACTIVITIES EFFECTIVE UNTIL A COMPLETE PERMIT APPLICATION IS SUBMITTED TO THE MPCA |

E. NOTIFICATION OF COVERAGE (PERMIT SECTIONS 3.4):

THE CONTRACTOR MUST NOTIFY THE MPCA OF THE PROJECT SITE ADDRESS UPON IMPLEMENTATION OF THE PERMIT REQUIREMENTS.

F. CHANGE OF COVERAGE FOR NEW OR NEW OPERATOR (PERMIT SECTIONS 3.2, 3.4):

FOR A NEW OWNER OR OPERATOR, THE CURRENT OWNER OR OPERATOR MIGHT SUBMIT A “NOTICE OF TERMINATION/PREMISE MODIFICATION FORM” PRIOR TO THE NEW OWNER OR OPERATOR COMMENCING CONSTRUCTION ACTIVITY, NO LATER THAN 30 DAYS AFTER PROPERTY OWNERSHIP TRANSITION.

G. TERMINATION OF COVERAGE (PERMIT SECTIONS 3.4):

THE CONTRACTOR IS RESPONSIBLE FOR COMPLETING CONSTRUCTION AND SUBMITTING A Notice OF TERMINATION/PREMISE MODIFICATION FORM TO THE MPCA AFTER ALL OF THE CONDITIONS OF THE PERMIT ARE SATISFIED.

H. REQUIREMENTS AND AVAILABILITY (PERMIT SECTIONS 3.4):

THE CONTRACTOR SHALL KEEP A COPY OF THE SWPPP AND BE RESPONSIBLE FOR COMPLIANCE AND MAINTENANCE RECORDS ON SITE DURING CONSTRUCTION PERMIT SECTION 28. THE DOCUMENTS MAY BE KEPT ON FILE FOR 3 YEARS AFTER STAFFING OF THE NOTICE OF TERMINATION/COORDINATE TRANSFER OF THE DOCUMENTATION TO THE OWNER AT PROJECT COMPLETION.

I. IMPLEMENTATION (PERMIT SECTIONS 3.5): UPDATE AND DOCUMENT CHANGES TO THE SWPPP DURING CONSTRUCTION PERMIT SECTION 3.5. KEEP DOCUMENTS AND MAINTAIN THE SWPPP; DO NOT REMOVE PROTECTION FROM 10FT OF STREET FLOODING/RECESS CONDONS, AS ALLOWED BY PERMIT SECTIONS (PERMIT SECTIONS 3.4).

J. CONSTRUCTION ACTIVITY REQUIREMENTS:

A. GENERAL: COMPLY WITH THE PERMIT AND SWPPP INTERESTS AND REQUIREMENTS OF THE PERMIT, THE BEST MANAGEMENT PRACTICES (BMPs) IDENTIFIED IN THE SWPPP, AND ANY ADDITIONAL REQUIREMENTS AS ADOPTED BY THE MPCA OR AUTHORIZED AGENCY.

B. CONSTRUCTION ACTIVITY (PERMIT SECTIONS 3.2): BEFORE WORK BEGINS, DETERMINE THE LOCATION OF AREAS NOT TO BE DISTURBED (E.G., PERMIT SECTIONS 3.2, 3.4).

WHEN STEEP SLOPES MUST BE DISTURBED, USE TECHNIQUES SUCH AS PLANTING AND SLOPE STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE SHAPING, TERRACING).

WHEN CONSTRUCTION ACTIVITY WILL NOT OCCUR FOR A PERIOD EXCEEDING 14 CALENDAR DAYS, STABLE EXPOSED SOIL AREAS, INCLUDING SNOW COVER, MIGHT BE COVERED WITH MULTIPLE LAYERS OF GRASS, TOPSOIL, OR SIMILAR MATERIALS.

C. CONSTRUCTION ACTIVITY (PERMIT SECTIONS 3.2, 3.4): BEFORE CONSTRUCTION STARTS, A WARNING SIGN MIGHT BE PLACED ON THE PROJECT SITE TO ALERT TRAFFIC TO THE PROJECT AHEAD.

D. MACHINES IN BOUNDARY AREAS (PERMIT SECTIONS 3.2, 3.4): BEFORE CONSTRUCTION STARTS, A WARNING SIGN MIGHT BE PLACED ON THE PROJECT SITE TO ALERT TRAFFIC TO THE PROJECT AHEAD.

E. INSTRUMENTS AND METHODS (PERMIT SECTIONS 3.2, 3.4): BEFORE CONSTRUCTION STARTS, A WARNING SIGN MIGHT BE PLACED ON THE PROJECT SITE TO ALERT TRAFFIC TO THE PROJECT AHEAD.

F. POLLUTION PREVENTION MEASURES (PERMIT SECTIONS 3.2, 3.4): BEFORE CONSTRUCTION STARTS, A WARNING SIGN MIGHT BE PLACED ON THE PROJECT SITE TO ALERT TRAFFIC TO THE PROJECT AHEAD.

G. SWPPP RESPONSIBILITY (PERMIT SECTIONS 3.2, 3.4):

THE CONTRACTOR IS RESPONSIBLE FOR COMPLETING CONSTRUCTION AND SUBMITTING A “NOTICE OF TERMINATION/PREMISE MODIFICATION FORM” TO THE MPCA AFTER ALL OF THE CONDITIONS OF THE PERMIT ARE SATISFIED.
1. Rapid stabilization method 1 shall be used as temporary erosion control in areas with steep slopes, areas adjacent to Lake Superior, and areas not touched for a period of three days. Contractor shall use seed mixture [32-24] at 30 lbs/ac, fertilizer types A at 200 lbs/acre and mixture B at 2 ton/acre. Permanent erosion control consists of seed mixture 36-311 at 33.5 lbs/acre, fertilizer type 4 at 200 lbs/acre and erosion control blanket 3H.

2. See sheet 2B for culvert end control methods.
1. Rapid stabilization method 1 shall be used as temporary erosion control in areas with steep slopes, areas adjacent to Lake Superior, and areas not touched for a period of three days. Contractor shall use seed mixture (30-24) at 30/5.5 lb/acre, fertilizer type 4 at 200 lbs/acre, and mulch type 3 at 2 ton/acre.

2. Permanent erosion control consists of seed mixture 36-31 at 33.5 lb/acre, fertilizer type 4 at 200 lb/acre and erosion control blanket 30.3.

3. See Sheet 28 for culvert end control methods.
NOTES:

1. USE CHECK SLOT DETAIL NO ALTERNATIVE.
2. PLACE DOUBLE ROW OF STAPLES STAGGERED 4" APART AND 4" ON CENTER.
3. USE 6" X 6" TRENCH TO PLACE BLANKET, PLACE SINGLE ROW OF STAPLES ON TOP AND TRENCH SIDES AT 12" SPACING.
4. PLACE SINGLE ROW OF STAPLES AT 12" SPACING.
5. USE STAPLE CHECK FOR CHANNEL SLOPES LESS THAN 2.0%, GRADE AT 30° INTERVALS, PLACE DOUBLE ROW OF STAPLES STAGGERED 4" APART AND AT 4" SPACING.
6. USE BLANKET CHECKS FOR THE FOLLOWING SLOPES:
   3.0% TO 5.0% INTERVALS
   5.1% TO 7.0% INTERVALS
7. CRITICAL POINTS SHALL BE SECURED WITH PROPER STAPLE PATTERN.

GENERAL BLANKET INSTALLATION REQUIREMENTS

REPP = ROLLED EROSION PREVENTION PRODUCT.
PREPARE SOIL AS PER SPECIFICATION 25A.
LAY PARALLEL OR PERPENDICULAR TO THE DIRECTION OF WATER FLOW.
OVERLAP ADJACENT STRIP EDGES A MINIMUM OF 4".
OVERLAP BLANKET 6" HORIZONTALLY AT END. OVERLAP BOTTOM END OF UPPER BLANKET OVER TOP END OF LOWER BLANKET. STAPLE ALONG OVERLAP EVERY 8".
THE UPPERMOST BLANKET OF ALL SLOPE APPLICATIONS MUST START IN A CHECK SLOT, IF SLOPE LENGTH LESS THAN 100' OR GREATER, INSERT BLANKET INTO A CHECK SLOT IF FROM THE BOTTOM OF THE SLOPE.
SEDIMENT CONTROL LOGS

FILTER BERMS

BALE BARRIERS

REPP = ROLLED EROSION PREVENTION PRODUCT.
SEE Specs. 2573, 3145, 3874, 3892, 3885, 3886, AND 3897.

1. SPACE BETWEEN STAKES SHALL BE A MAXIMUM OF 2' FOR DITCH CHECKS OR 2' FOR OTHER APPLICATIONS.
2. PLACE STAKES AS NEEDED TO PREVENT MOVEMENT OF SEDIMENT CONTROL LOGS PLACED ON SLOPES OR AS NEEDED DUE TO OTHER FACTORS. STAKES SHALL BE INCIDENTAL.
3. TO BE USED FOR CRITICAL PERIMETER CONTROL AREAS WHERE STANDING WATER OCCURS 15' MAXIMUM DEPTH. BALES SHALL CONSIST OF TYPE 1 MULCH OF APPROXIMATELY 14' X 18' X 30'. LONG BALES SHALL BE PLACED ON EDDIE AND BUTTED TIGHT TO ADJACENT BALES.
4. INSTEAD OF TRENCHING PLACE BALE ON THE REPP BLANKET AND WRAP BLANKET AROUND THE BALE, PLACE STAKE THROUGH BALE AND BLANKET.
ROCK DITCH CHECKS
FILTER BERMS TYPE 3 (ROCK WEEPER) OR FILTER TYPE 5 (ROCK)
FOR USE ON ROUGH-GRADED AREAS
ONLY FOR USE OUTSIDE CLEAR ZONE

SEDIMENT CONTROL LOG TYPE REPP (BLANKET) SYSTEM

SEDIMENT CONTROL LOG TYPE WOOD FIBER, OR TYPE COMPOST
FOR USE ON ROUGH GRADED AREAS

NOTES:
REPP = ROLLED EROSION PREVENTION PRODUCT.
SEE SPEC. 2573, 3601, 3713, 3805, 3886 & 3889.
FOR DITCH CHECKS, PLACE SEDIMENT CONTROL LOG PERPENDICULAR TO FLOW AND IN A CRESCENT SHAPE AT THE END FACING UPSTREAM.
APPROXIMATE SPACING BETWEEN EACH DITCH CHECK SHOULD BE DETERMINED FROM THE FOLLOWING SPACING:
E CHANNEL SLOPE
H = 200
SPACING BETWEEN CHECKS = 0.75 x H
1. POINT "A" MUST BE A MINIMUM OF 6" HIGHER THAN POINT "B" TO ENSURE THAT WATER FLOWS OVER THE AND NOT AROUND THE END.
2. DITCH CHECKS PLACED WITHIN THE CLEAR ZONE ARE TO BE 18" OR LESS IN HEIGHT. A 3:1 APPROACH DEPARTURE SLOPE SHALL BE PROVIDED.
3. DITCH GRADE 3 - MAX. FLOW VELOCITY 5.5 FT/SEC.
4. DITCH GRADE 5 - MAX. FLOW VELOCITY 4.5 FT/SEC.

STANDARD PLAN 5-289.405
3 OF 8
TEMPORARY SEDIMENT CONTROL
DITCH CHECK

MINNESOTA DEPARTMENT OF TRANSPORTATION

CITY PROJECT NO.
STATE AID PROJECT NO.
SHEET NO.
OF
SLASH MULCH, CRUSHED ROCK, OR SHEET PAD CONSTRUCTION EXIT

HIGH STRENGTH GEOTEXTILE FABRIC (2 LAYERS SEWN TOGETHER TO FORM POCKETS)

TRAFFIC FLOW

MIN. 2" (3/4" HIGH TENSILE, REINFORCED ROBs)

SHEET PAD

6" MIN. DEPTH OF 12" TO 24" CRUSHED ROCK OR SLASH MULCH

GEOTEXTILE FABRIC

SILT/SLIP PLACEMENT

SLASH MULCH OR CRUSHED ROCK

RUMBLE PAD CONSTRUCTION EXIT

CROSSED STEEL PANELS

GEOTEXTILE FABRIC

COMPACTED SOIL

RUMBLE PAD

NOTES:

SEE SPEC. 297.3 & 390.2.

1. MINIMUM LENGTH SHALL BE THE GREATER OF 50 FEET OR A LENGTH SUFFICIENT TO ALLOW A MINIMUM OF 5 TIRE ROTATIONS ON THE PROVIDED PAD. MINIMUM LENGTH SHALL BE CALCULATED USING THE LARGEST TIRE WHICH WILL BE USED IN TYPICAL OPERATIONS.

2. PROVIDE RAILS OR RIDDEN PAD SUFFICIENTLY TO PREVENT VEHICLE TIRES FROM TRAPPING OFF OF PAD WHEN LEAVING SITE.

3. Runoff from disturbed areas flows toward construction exits. Prevent runoff from draining directly to public road over construction exit by crowding the exit or grading to one side. If surface grading is insufficient, provide other means of intercepting runoff.

4. Runoff from construction exits will drain off of platform into stabilizing component trap with stabilized overflow.

5. If a tile wash off is required, the construction exits shall be graded to drain the wash water to a sediment trap.

6. Minimum length of rumbled pad shall be 20 FEET OR AS REQUIRED TO REMOVE SEDIMENT FROM TIRES. IF SIGNIFICANT SEDIMENT IS TRAILED FROM THE SITE, THE RUMBLE PAD SHALL BE LENGTHENED OR THE DESIGN MODIFIED TO PROVIDE ADDITIONAL VIBRATION. WASH-OFF LENGTH SHALL BE AS REQUIRED TO EFFECTIVELY REMOVE CONSTRUCTION SEDIMENT FROM VEHICLE TIRES.

7. Maintenance of construction exits shall occur when the effectiveness of sediment removal has been reduced. Maintenance shall consist of removing sediment and cleaning the materials or placing additional material (slash mulch or crushed rock) over sediment filled material to restore effectiveness.

TEMPORARY SEDIMENT CONTROL

STABILIZED CONSTRUCTION EXIT

STANDARD PLAN 5-297.405

5 OF 8

APPROVED 2-28-2017

REVISED

MINNESOTA
DEPARTMENT OF TRANSPORTATION

STATE AID PROJECT NO. 176-990-004

SHEET NO. 26 OF 78
SILT FENCE TYPE HI (HAND INSTALLED)
SILT FENCE TYPE MS (MACHINE SLICED)
SILT FENCE TYPE PA (PREAMBLESSED)

INSTALLATION AT BRIDGE EMBANKMENT ADJACENT TO WATER

LOCATION AT TOE OF ROADWAY EMBANKMENT

NOTES:
1. USE SPEC. DTS-24-9 & 3906.
2. COARSE FILTER AGGREGATE SPEC. 24-919 SHALL BE INCIDENTAL.
3. TO PROTECT AREAS FROM SHEET FLOW, MAXIMUM CONTRIBUTING AREA 1 ACRE.
4. TO PROTECT AREAS FROM SHEET FLOW, MAXIMUM CONTRIBUTING AREA 2.5 ACRE.
5. WATER COURSE FLOW VELOCITY 1.0 TO 7 FT/SEC.
6. CONTRIBUTING SLOPE AREA 0.1 ACRE.
7. CONTRIBUTING SLOPE AREA 0.5 ACRE.
CULVERT END CONTROLS

TEMPORARY SEDIMENT CONTROL

STANDARD PLAN 5-297.405

NOTES:

SEE SPEC. 2573, 3801 & 3803.

FOR USE WHEN TEMPORARY SEDIMENT CONTROL IS NEEDED IN DITCH SECTIONS FOR SEDIMENT CONTROL.

1. PLACE DRAIN COVE AND BASE TRASH PIPE AND CULVERT.

2. PLACE CULVERT APRON AND SLIDE TEMPORARY STANDPIPE INTO CVP OR TOP CULVERT.

3. ALL GEOTEXTILES USED FOR CULVERT PROTECTION SHALL BE MEETING MINIMUM DIRECTIONAL MEETING SPEC. 3806 FOR MACHINE SLICED.

4. ROCK LOG OR SANDBAG TO HOLD STANDPIPE AND ACT AS A SEAL BETWEEN RISER PIPE AND CULVERT.

5. HORIZONTAL RIB NOT TO CAUSE FLOODING OF ROAD OR ADJACENT PROPERTIES.
ENTRANCE GATE AND BOLLARD INSTALLATION LAYOUT (TYPICAL)

LAKEWALK EXTENSION CROSSING
STA 78+16 TO 78+52

INPLACE ROAD WIDTH VARY SEE PLAN

LAKEWALK EXTENSION STA 121+50

INPLACE BRIGHTON BEACH ROAD

NOTES

A VEHICLE GATE ASSEMBLY INCLUDING POSTS (SUPPLIED BY CITY OF DULUTH). GATE POST INSTALLED AS PER CITY OF DULUTH STD DETAIL G-33 (SHEET 30)

B STEEL BOLLARDS BY CONTRACTOR INSTALL AS PER CITY OF DULUTH STD DETAIL G-33 (SHEET 30)

C WIRE FENCE TYPE 460/332. INSTALL AS DIRECTED BY ENGINEER.
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<td>6,197.763.87</td>
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<td>61° 64' 00.67&quot;</td>
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<td>8,560,292.03</td>
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<td>61° 64' 00.67&quot;</td>
<td>120.000.00</td>
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<td>6,197.867.91</td>
<td>61° 64' 00.67&quot;</td>
<td>120.000.00</td>
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...
INSTALL RANDOM RIPRAP CLASS B3
PER WOOST Std PLAE 3133

LEAVE AS IS

CLEAN DRAINAGE DITCH

SHAPE IN RELIEF

EXPOSED LEDGE ROCK
ALL DRAINAGE WORK ON THIS PAGE IS CONTAINED WITHIN CITY OF DULUTH RIGHT OF WAY.
PL 40' X 30" RC PIPE CULVERT DESIGN 3006 CLASS III 42 - 30" RC PIPE APRONS

PL 28' X 15" RC PIPE CULVERT DESIGN 3006 CLASS III 42 - 15" RC PIPE APRONS

ALL WORK OUTSIDE OF THE TRAIL RIGHT OF WAY IS CONTAINED UPON CITY OF DULUTH PROPERTY.

SCALE IN FEET

1" = 5'
RIGHT OF WAY NOTE:
UNLESS MARKED ON INDIVIDUAL SECTIONS, ALL RIGHT OF WAY LINES FALL OUTSIDE THE LIMITS OF THE PROJECT CROSS SECTIONS.

SCALE N FEET
DULUTH
THE CITY OF MINNESOTA
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

WARNING SIGNS

TRAFFIC CONTROL NOTES

1. THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF SIGNING AND A TRAFFIC CONTROL PLAN FOR MAINTAINING AND PROTECTING TRAFFIC THROUGH WORK AREAS WITHIN THE CONSTRUCTION ZONES. ALL TRAFFIC CONTROL PLANS AND SIGNING SHALL CONFORM TO THE MINNESOTA HOLLOWAY MANUAL AND THE CURRENT FIELD MANUAL. THIS PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AT LEAST 10 DAYS PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.

2. ALL APPROPRIATE SIGNING SHALL BE MAINTAINED DURING THE LIFE OF THE CONTRACT.

3. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO AND BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE MINNESOTA STANDARD SIGNS MANUAL, AND ALONG USING THE APPROPRIATE MATERIAL SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL SIGNING REQUIRED BUT NOT TAKEN IN THIS TRAFFIC CONTROL PLAN.

4. MAINTENANCE OF LOCAL AND THROUGH TRAFFIC IS THE RESPONSIBILITY OF THE CONTRACTOR. PROPERTY OWNERS SHALL HAVE ACCESS AT ALL TIMES.

5. THE CONTRACTOR SHALL PLACE APPROPRIATE SIGNS, WARNING SIGNS, AND BARRIERS WITHIN THE CONSTRUCTION ZONE TO PROTECT VEHICULAR TRAFFIC AND Pedestrian TRAFFIC FROM CONSTRUCTION OPERATIONS. ADDITIONAL SIGNING MAY INCLUDE, BUT IS NOT LIMITED TO:

   - Channelization of Traffic
   - Bump, Dip, Loosen Curves
   - Lane Closures
   - Number of Traffic Controls
   - Type of Traffic Controls
   - All other Road Signs Installed to Control Traffic During Construction Operations Shall Be Constructed of High Intensity or Diamond Grade Retrospective Signing.

6. TEMPORARY LANE CLOSURES BY THE CONTRACTOR WILL BE PERMITTED DURING HOURS AND AT THOSE LOCATIONS APPROVED BY THE ENGINEER, IN ACCORDANCE WITH THE PERMITTED LAYOUTS SHOWN IN APPENDIX "B" OF THE HOLLOWAY. ALL SUCH WORK RELATING TO THE CLOSURE, INCLUDING LANE CHEVY'S, SHALL BE CONSTRUCTED TO BE IN THE LUMP SUM PAYMENT UNDER ITEM NO. 256.601 (TRAFFIC CONTROL).

7. ALL WARNING SIGNS ARE TO BE 48" X 48", BLACK ON ORANGE WITH HIGH INTENSITY "DIAMOND GRAY" RETROSPECTIVE SHEETING. ALL BLACK ON ORANGE WORK ZONE TRAFFIC CONTROL SIGNS, ORANGE, AND WHITE TYPE I, TYPE II, AND TYPE III BARRIERS, DETOUR ROUTE MARKERS, AND ALL OTHER ROAD SIGNS INSTALLED TO CONTROL AND DIRECT TRAFFIC DURING CONSTRUCTION OPERATIONS SHALL BE CONSTRUCTED OF HIGH INTENSITY OR "DIAMOND GRAY" RETROSPECTIVE SHEETING.

8. TYPE I (LOW INTENSITY) FLASHERS SHALL BE FURNISHED, INSTALLED, AND MAINTAINED ON ALL TYPE I BARRIERS AND ADVANCED WARNING SIGNS AS DETAILLED IN THIS TRAFFIC CONTROL PLAN. ADDITIONAL FLASHERS SHALL BE FURNISHED, INSTALLED AND MAINTAINED ON SIGNS, BARRIERS, AND CHANNELIZATIONS AS NEEDED OR AS DIRECTED BY THE ENGINEER FOR TRAFFIC CONTROL. THROUGH WORK ZONES WITHIN THE PROJECT LIMITS.

9. FLAGGING SHALL BE REQUIRED WHEN WORKING AT THE EDGE OF THE TRAFFIC LANE TO PROTECT TRAFFIC FROM CONSTRUCTION OPERATIONS. FACING SHALL BE IN ACCORDANCE WITH THE PERMITTED LAYOUT SHOWN IN PART V OF THE HOLLOWAY INCLUDING THE CURRENT FIELD MANUAL. FLAGGERS SHALL USE TWO-WAY BANDS FOR COMMUNICATION. IN THE EVENT THEY ARE NOT IN SIGHT OF EACH OTHER OR AT THE DIRECTION OF THE ENGINEER, ALL SUCH WORK RELATED TO FLAGGING, INCLUDING FLAGGERS, SHALL BE INCLUDED IN THE LUMP SUM PAYMENT FOR TRAFFIC CONTROL (256.601).

10. THE INITIAL CONSTRUCTION SIGNING SHALL BE ERECTED PRIOR TO THE CONSTRUCTION OPERATIONS THAT WILL AFFECT THE TRAFFIC.

11. ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED OR COVERED AS SOON AS THEY ARE NO LONGER REQUIRED OR APPROPRIATE.

12. THE CONTRACTOR SHALL FOLLOW THIS TRAFFIC CONTROL PLAN ALONG WITH SPECIFICATIONS 1400, 1700, THE SPECIAL PROVISIONS, AND THE GUIDELINES FOR TRAFFIC CONTROL TREATMENT OF LONGITUDINAL JOINTS AND EDGE DROP-OFFS IN WORK ZONES.

13. THE CONTRACTOR SHALL RECEIVE COMPENSATION FOR ALL WORK DESCRIBED HEREIN ON THE BASIS OF A LUMP SUM PAYMENT FOR TRAFFIC CONTROL (256.601).

14. ONLY SIGNS, BARRIERS, VERTICAL PANELS, DRAPE-LIKE CHANNELIZATIONS, AND CONES THAT MEET THE REQUIREMENTS OF "QUALITY STANDARDS FOR WORK ZONE TRAFFIC CONTROL" AS OUTLINED IN THE CURRENT FIELD MANUAL SHALL BE FURNISHED. THE CONTRACTOR SHALL NOT BE REQUIRED TO CONFORM TO THE MINNESOTA HOLLOWAY MANUAL UNTIL A DETERMINATION HAS BEEN MADE THAT THE TRAFFIC CONTROL DEVICES MEET THE QUALITY REQUIREMENTS IN THIS STANDARD. COMPLIANCE WITH THIS REQUIREMENT, IN ACCORDANCE WITH THE FORCING, SHALL BE CONSIDERED CONSIDERED ADEQUATE WORK AND NO DIRECT COMPENSATION WILL BE MADE THEREFORE.

15. SIGNING SHALL NOT BE MOUNTED ON EXISTING SIGNS OR SIGNPOSTS. THEY SHALL BE MOUNTED ON THEIR OWN SIGN POST FURNISHED AND INSTALLED BY THE CONTRACTOR.