

# CITY OF DULUTH

# **REQUEST FOR PROPOSALS FOR**

# Professional Services for Waabizheshikana ("The Marten Trail") Shoreline Restoration

# **RFP NUMBER 21-99774**

# ISSUED October 29, 2021

PROPOSALS DUE Tuesday, November 16, 2021 at 4:30 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 seeking professional civil and coastal engineering services for a portion of failed shoreline zone along the East Spirit Cove development in West Duluth that has impacted and closed a portion of the Waabizheshikana ("The Marten Trail"). These services include obtaining any additional survey information required, design services, permitting services, preparation of biddable construction documents and specifications, construction survey staking and layout needed to complete construction, cost estimates, design alternatives, and construction administration for the rehabilitation, stabilization and reinforcement of shoreline areas along The Marten Trail defined in the pre-design provided in Appendix B.

This project includes FEMA funds. Supplementary provisions are included.

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:

Activity	Date
Pre-proposal Conference and walkthrough.	Friday, 11/5/21 at 8:00 am
Deadline to submit Questions to <u>purchasing@duluthmn.gov</u> is 12:00 noon on this date.	Tuesday, 11/9/21
Answers to questions will be posted to the City website no later than close of business this date.	Wednesday, 11/10/21
Proposals must be received in the Purchasing Office by 4:30 PM on this date.	Tuesday, 11/16/21
Recommendation to Council	Wednesday, 11/24/21
Council Award Anticipated	Monday, 12/6/21

**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 a pre-proposal conference at the time and date specified in the Calendar of Events. Interested bidders are strongly encouraged to attend and should meet at the intersection of Bayhill Drive and East Spirit Cove Drive.

**I-5.** Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at <u>purchasing@duluthmn.gov</u> 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 <u>http://www.duluthmn.gov/purchasing/bids-request-for-proposals/</u>. 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. 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 <a href="http://mnucp.metc.state.mn.us/">http://mnucp.metc.state.mn.us/</a>.

**I-9.** Term of Contract. The term of the contract will begin once the contract is fully executed and is anticipated to end by December 31, 2022. 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.** Contract Type. Awarded contract will be issued as a lump-sum, not-to-exceed agreement.

**I-11. Prompt Payment of Subconsultants**. Per MN Statute 471.425, Subd. 4a., each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**I-12. 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-13.** Notification of Selection. Bidders whose proposals are not selected will be notified in writing.

# PART II - PROPOSAL REQUIREMENTS

Proposals are limited to 15 pages and must include a cover letter, team qualifications, documented experience in shoreland restoration work, background of company, resumes

of lead discipline staff, and references for shoreland clients. Any addenda pages included as acknowledgment will not be included in the page count.

# 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	45%
Prior experience with similar work	40%
Work Plan	5%
Cost	10%

# PART IV – PROJECT DETAIL

The City of Duluth is seeking full engineering design services for the shoreline and trail restoration of the portion of the Waabizheshikana ("The Marten Trail") in front of the Spirit Cove Development in West Duluth. The selected firm will be expected to provide professional engineering services for those locations identified in the attached predesign. Services shall include the following:

PRE-DESIGN

- Predesign has been completed with design alternatives and attached as an appendix to this document.
- No work is needed in this category.

# DESIGN DEVELOPMENT

- Complete design for trail and shoreline rehabilitation based on final selection of design alternatives for defined project area(s).
- Provide updated cost estimation and project timelines based on final selection of design alternatives.
- Sites where material and equipment delivery can be accomplished by barge will be identified by successful proposer. Appropriate water access options will be evaluated for cost effectiveness as compared to terrestrial options.

# PERMITTING

 Consultant to list in the RFP response any necessary permits (local, state, federal) needed for the shoreline and trail stabilization. Include estimated timeline to secure permits. Preparation and submission by the consultant of any and all necessary permits shall be included in the scope of services provided. Permitting fees will be paid for by the City of Duluth.

# FINAL DESIGN AND BIDDING PHASE

- Prepare construction plans and specifications for bidding.
- Support the bid process by attending the pre-bid meeting with contractors, preparing addenda as needed, evaluating the bids in a timely manner, and making a recommendation for contract award.

# CONSTRUCTION ADMINISTR ATION AND INSPECTION PHASE

- 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.
- Provide weekly progress report and other reports as needed.
- 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.

# PROJECT SCHEDULE

- January 2022 Bid out Construction
- April 25, 2022 Council Approval of Award
- May 1, 2022 Anticipated start date
- Summer 2022 Construction

# PART V – APPENDICES

- **Appendix A** Proposal Cover Sheet
- Appendix B Predesign
- Appendix C Supplementary Provisions
- Appendix D Federal Byrd Anti-lobbying Certificate

# APPENDIX A - PROPOSAL COVER SHEET CITY OF DULUTH RFP# 21-99774

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

Appendix B – Predesign

# WESTERN WATERFRONT TRAIL SHORELINE REPAIR DULUTH, MN **OWNER**





Survey Layout Information Coordinate System: US State Plane <u>1983 – MN North 2201</u> Datum: NAD 1983 Geoid: G12B-US

411 W 1st Street

ZAC MORRIS, PE

AMI CONSULTING ENGINEERS, P.A. RYAN DAGGER, EIT RYAN.DAGGER@AMIENGINEERS.COM 91 MAIN STREET SUPERIOR, WI 54880 715-718-5722

91 MAIN STREET 715-718-5737

SH	
T1 0	
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C1.3	
C2.0	
C2.1	
C2.2	
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C3.0	
63.1	

C3.2

**GOVERNING SPECIFICATIONS** 

THE CURRENT EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE CURRENT EDITION OF THE CITY OF DULUTH. MN CONSTRUCTION STANDARDS SHALL GOVERN.

**OWNER CONTACT** 

JIM SHOBERG JSHOBERG@DULUTHMN.GOV DULUTH, MN 55802

# **DESIGN TEAM**

MARINE CIVIL/COASTAL ENGINEER

AMI CONSULTING ENGINEERS, P.A. ZAC.MORRIS@AMIENGINEERS.COM 3640 TALMAGE CIRCLE, SUITE 200 VADNAIS HEIGHTS, MN 55110 651-344-8783 EXT. 45

MARINE CIVIL/COASTAL ENGINEER

MARINE CIVIL/COASTAL ENGINEER

AMI CONSULTING ENGINEERS, P.A. JARED MUNCH, EIT JARED.MUNCH@AMIENGINEERS.COM SUPERIOR, WI 54880

# EET INDEX

TITLE SHEET GENERAL PROJECT NOTES EXISTING CONDITIONS NORTH END OF TRAIL **EXISTING CONDITIONS MIDDLE OF TRAIL EXISTING CONDITIONS MIDDLE OF TRAIL EXISTING CONDITIONS SOUTH END OF TRAIL** PROPOSED CONDITIONS NORTH END OF TRAIL PROPOSED CONDITIONS MIDDLE OF TRAIL PROPOSED CONDITIONS MIDDLE OF TRAIL PROPOSED CONDITIONS SOUTH END OF TRAIL PROPOSED HIGH IMPACT REPAIR PROPOSED MEDIUM IMPACT REPAIR PROPOSED LOW IMPACT REPAIR



GENERAL

- ELEVATIONS SHOWN, EXCEPT AS NOTED, ARE BASED ON THE 1985 LAKE SUPERIOR INTERNATIONAL GREAT LAKES DATUM (IGLD). ON GENERAL ARRANGEMENT DRAWINGS, ELEVATIONS ARE ALSO SHOWN RELATIVE TO THE IGLD LOW-WATER DATUM (LWD). THE IGLD ORDINARY HIGH-WATER MARK (OHWM) IS 603.1 FT. EXISTING WATER ELEVATIONS MAY VARY ABOVE AND BELOW THE IGLD OHWM AND LWD, RESPECTIVELY, THROUGHOUT THE DURATION OF THE PROJECT. VARIATIONS ABOVE THE OHWM AND BELOW THE LWD ARE GENERALLY DUE TO ENVIRONMENTAL CHANGES, I.E. RAINFALL, WIND, RUNOFF, PRESSURE, AND CYCLICAL CHANGES IN WATER LEVELS.

- ALL PLAN DIMENSIONS ON THE DRAWINGS ARE MEASURED IN A TRUE HORIZONTAL PLANE UNLESS NOTED OTHERWISE.

- ALL MATERIALS AND INSTALLATION MUST MEET THE SPECIFICATIONS LISTED IN THE GENERAL PROJECT

NOTES. - NEW OPENINGS, VOIDS OR SLOPE FAILURES NOT SHOWN IN THE CONSTRUCTION DOCUMENTS CAUSED BY EROSION SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTING THE WORK.

- PLANS, SECTIONS, AND DETAILS SHALL NOT BE SCALED FOR DETERMINATION OF SIZE, QUANTITIES,
- LENGTHS, ETC. - THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATE SHORING, BRACING, ETC DURING CONSTRUCTION. - CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ANY AND ALL STREETS, UTILITIES, EXISTING
- STRUCTURES, EQUIPMENT, ETC.
- CONTRACTOR IS RESPONSIBLE TO FOLLOW ALL LOCAL, STATE, & FEDERAL PERMIT REQUIREMENTS AT ALL TIMES.
- EXISTING CONDITIONS, RELATED DIMENSIONS, ELEVATIONS INDICATED IN THE CONSTRUCTION DOCUMENTS SHALL BE FIELD VERIFIED AS SITE CONDITIONS MAY HAVE CHANGED SINCE LAST INSPECTION BY ENGINEER. ANY VERIFIED CONDITIONS THAT DIFFER FROM THAT INDICATED IN THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO STARTING WORK.
- WHERE A SPECIFIC MODEL, MANUFACTURER, OR GEOMETRIC SIZE/SHAPE OF AN ITEM ARE IDENTIFIED ON THE DRAWINGS OR IN THE SPECIFICATIONS, THE MODEL, MANUFACTURER, OR GEOMETRIC SIZE/SHAPE IDENTIFIED ARE THE BASIS OF THE DESIGN. ITEMS OF OTHER MODEL, MANUFACTURER, OR GEOMETRIC SIZE/SHAPE OF EQUAL DESIGN WHICH ARE ACCEPTED BY THE ENGINEER THAT REQUIRE ANY ADDITIONAL DRAWINGS, ENGINEERING DEVIATIONS, OR CONSTRUCTION/QUANTITY CHANGES ARE THE RESPONSIBILITY OF THE CONTRACTOR INCLUDING ALL ASSOCIATED COSTS.
- THE ACCURACY OF ANY EXISTING UNDERGROUND UTILITIES AND STRUCTURES ARE NOT GUARANTEED AND NOT INCLUSIVE. FIELD CONDITIONS SHALL BE VERIFIED PRIOR TO ANY EXCAVATION. - THE GENERAL COASTAL NOTES GIVEN IN THE CONSTRUCTION DOCUMENTS MAY NOT BE INCLUSIVE TO THE
- ENTIRE PROJECT. SEE FULL PROJECT SPECIFICATIONS (IF PROVIDED) FOR ADDITIONAL INFORMATION.
- COASTAL EROSION PROTECTION STRUCTURES SUCH AS CONCRETE RETAINING WALLS AND ARMOR STONE REVETMENTS, AROUND THE GREAT LAKES ARE TYPICALLY DESIGNED FOR A 40 TO 50-YEAR DESIGN LIFE. IT IS IMPORTANT TO RECOGNIZE THAT THIS ASSUMPTION IS NO GUARANTEE THAT THE COASTAL STRUCTURE WILL LAST FOR ITS INTENDED DESIGN LIFE AS WEATHER CAN BE UNPREDICTABLE. A STORM EVENT THAT EXCEEDS THESE SELECT DESIGN CONDITIONS MAY OCCUR IN ANY GIVEN YEAR BUT SHOULD NOT ALWAYS BE USED AS A DESIGN CONSTRAINT. IN ORDER TO DETERMINE APPROPRIATE DESIGN CRITERIA, RISK OF FAILURE MUST BE ASSESSED ON A LEVEL THAT ACCURATELY REPRESENTS THE EXISTING COASTAL ENVIRONMENT, THE CONSEQUENCES OF A STRUCTURE FAILURE, AND ALSO ALLOWS FOR COASTAL DEVELOPMENT WITHIN REASONABLE RISK TOLERANCES.

# ARMOR STONE

- FURNISH DURABLE FIELD OR QUARRY STONE THAT IS SOUND, HARD, DENSE, RESISTANT TO THE ACTION OF ICE, AIR & WATER, AND FREE OF SEAMS, CRACKS, DELETERIOUS MATERIALS, OR OTHER STRUCTURAL DEFECTS.
- THE CONTRACTOR MAY PLACE ARMOR STONE BY ANY MECHANICAL MEANS THAT PRODUCE A COMPLETED JOB WITHIN REASONABLE TOLERANCES OF THE TYPICAL SECTION THE PLANS SHOW. - THE IN-PLACE DENSITY OF THE ARMOR STONE SHALL BE A MINIMUM OF 165 LBS/FT3.
- THE ARMOR

MOR STONE SHALL MEET THE MINIMUM REQUIREMENTS:			
ASTM C127: SPECIFIC GRAVITY (SATURATED SURFACE-DRY BASIS):	>	2.70	
ASTM CA27: WATER ABSORPTION (24 HR IMMERSION):	<	2.0%	
ASTM C88: SOUNDNESS LOSS:	<	13.0%	, <b>)</b>
ASTM C535: ABRASION AND IMPACT:	<	30.%	
ASTM C-42: COMPRESSIVE STRENGTH:	>	3000	PSI
TONE SHALL HAVE THREE POINTS OF CONTACT TO ENSURE PROPER INTERLO	CK.		

- EACH ST - ARMOR STONE SHALL BE PLACED SUCH THAT EACH STONE IS RESTING FIRMLY ON THE STONES BENEATH AND HAS THE WEIGHT OF OTHER STONES ABOVE TO HOLD IT IN PLACE.
- ARMOR STONE SHALL BE INSTALLED TO THE DIMENSIONS AND LOCATIONS AS INDICATED IN THE
- DRAWINGS
- ARMOR STONE SHALL BE INSTALLED FROM THE BOTTOM OF THE SLOPE WORKING UP THE SLOPE. - ROUND FIELD STONE IS NOT ACCEPTABLE, UNLESS SPECIFICALLY DESIGNATED ON THE DRAWINGS.

GEOTEXTILE FABRIC

- GEOTEXTILE SHALL BE A PERVIOUS SHEET OF PLASTIC YARN NON-WOVEN INTO A UNIFORM PATTERN WITH DISTINCT AND MEASURABLE OPENINGS. IT SHALL BE RESISTANT TO ULTRA-VIOLET AND/OR HEAT EXPOSURE.
- GEOTEXTILE SHALL HAVE EXTREMELY HIGH STRENGTH CHARACTERISTICS, BE ROT PROOF, MILDEW PROOF, AND COMPLETELY UNAFFECTED BY MOISTURE AND EXCELLENT RESISTANCE TO ACIDS AND ALKALIS.
- THE NON-WOVEN GEOTEXTILE SHALL MEET THE MINIMUM REQUIREMENTS: ASTM D4632: TENSILE STRENGTH (LBS) 300 MIN 50% MIN ASTM D4632: ELONGATION AT BREAK

STM D3786: MULLEN BURST STRENGTH (PSI)	585 MIN
STM D4833: PUNCTURE RESISTANCE (LBS)	175 MIN
STM D4751: AOS (U.S. STANDARD SIEVE)	100
TM D4355: UV RESISTANCE, % RETAINED	70 MIN
RCENT OPEN AREA	4% MIN
RMEABILITY (CM/SEC)	0.1 MIN
SHALL BE PLACED AT THE LOCATIONS AS SHOWN ON THE DRAWINGS.	

– GEOTEXTILE - THE CLOTH SHALL BE LAID LOOSELY BUT WITHOUT WRINKLES OR CREASES.

- THERE SHALL BE A MINIMUM OVERLAP OF 2 FEET.

- ALL CLOTH DAMAGED DURING INSTALLATION OR DURING PLACEMENT OF STONE SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.

EARTH WORK

- ALL GEOTEXTILE FABRIC SHALL BE PROPEX GEOTEX 315ST OR APPROVED EQUIVALENT.
- ALL EROSION CONTROL MAT SHALL BE PROPEX LANDLOK C2 OR APPROVED EQUIVALENT.
- ALL SILT FENCE SHALL BE PROPEX GEOTEX 2131 OR APPROVED EQUIVALENT. - CONTRACTOR TO PROVIDE ALL NECESSARY MEANS AND EQUIPMENT TO CONTAIN EXISTING.
- DEBRIS DURING DEMO INCLUDING; ABSORBENT BOOM, SCREEN FENCE, H.D. SILT FENCE, ETC.
- NON-FROST SUSCEPTIBLE (NFS) SOIL IS DEFINED AS NO MORE THAN 6% OF THE MASS OF UNDISTURBED SOILS OR FILL MATERIAL MUST PASS THROUGH A #200 MESH SIEVE IN ACCORDANCE WITH ASTM D422.
- -UNCLASSIFIED EXCAVATION MATERIAL IS EXPECTED TO CONTAIN WOOD, CONCRETE, AND METAL DEBRIS.

EROSION CONTROL BLANKETS

- FOLLOWING REQUIREMENTS. - THE EROSION CONTROL BLANKET SHALL BE 100% BIODEGRADABLE.
- THE FUNCTIONAL LONGEVITY SHALL BE EQUAL TO OR GREATER THAN 36 MONTHS.
- PER MANUFACTURES RECOMMENDATIONS BASED ON SOIL TYPE
- INCHES BIODEGRADABLE FOR NON-COHESIVE SOILS.
- PROPERLY COMPACTED AND GRADED TO ELEVATIONS SPECIFIED.

- INSTALLATION GUIDELINES AND STAPLE PATTERN GUIDES.

VEGETATION

- APPROVED BY THE OWNER OR ENGINEER.
- PROVIDED SPECIFICATIONS.
- ENGINEER OR OWNER FOR REVIEW. - CONTRACTOR SHALL BE AWARE OF UNDERGROUND UTILITY LOCATIONS PRIOR TO DIGGING.
- ANY DAMAGED VEGETATION SHALL BE REPLACED WITH OWNER APPROVED MATERIAL

SEEDING

- SEED AREAS DISTURBED DUE TO EQUIPMENT UNLESS NOTED OTHERWISE.
- APPROVED SEED MIXES SHALL BE PER MNDOT CONSTRUCTION SPECIFICATIONS FOR THE CURRENT YEAR OR SELECTED BY THE ENGINEER (SEE DRAWINGS).
- TRACKED EQUIPMENT.
- RESEED AREAS WHERE THE ORIGINAL SEED HAS FAILED TO GROW, AS DIRECTED BY THE ENGINEER.

PLANTING

- PLANTING CAN OCCUR IN THE EARLY SPRING UNTIL JUNE 30TH. - FALL CONIFEROUS PLANTING IS ACCEPTABLE AFTER AUGUST 15TH UNTIL OCTOBER 1ST.

- LOWER THAN 6 FT ABOVE PAVED SURFACES. AND A PH OF 7.1 MAX.
- BEDS FOLLOWED BY SHREDDED HARDWOOD MULCH. SFASON.
- DO NOT STORE PLANTS IN TOTAL DARKNESS MORE THAN ONE DAY.
- DO NOT DAMAGE ROOT BALL OR ROOT FLARE DURING TRANSPORTATION OR CONSTRUCTION.
- EXTRA MATERIALS RESULTING FROM THE WORK. SHIFT.
- DO NOT BURRY THE ROOT FLARE OF THE TREE WHEN PLANTING.
- SLOPE FOR TREES PLANTED ON SLOPES STEEPER THAN 3H:1V.
- AND LABELS.
- OWNER'S APPROVAL.
- APPROVED BY THE OWNER AND/OR THE ENGINEER.

MULCHING

- WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.
- MULCH IN DIRECT CONTACT WITH SHRUB STEMS.

- EROSION CONTROL BLANKETS (ECB'S) USED FOR PERMANENT SLOPE STABILITY SHALL MEET THE

- THE ECB SHALL BE SUITABLE FOR SLOPES EQUAL TO OR GREATER THAN 2H:1V.

- STAPLES SHALL BE 100% BIODEGRADABLE WITH A U-SHAPED TOP. THE STAPLES PATTERN SHALL BE - STAPLES SHALL BE A MINIMUM OF 4 INCHES BIODEGRADABLE STAPLE FOR COHESIVE SOILS AND 6

- BEFORE PLACING THE ECB, THE CONTRACTOR SHALL CERTIFY THAT THE SUBGRADE HAS BEEN

- THE CONTRACTOR SHALL NOT PROCEED UNTIL ALL UNSATISFACTORY CONDITIONS HAVE BEEN REMEDIED. - NO VEHICULAR TRAFFIC SHALL BE PERMITTED DIRECTLY ON THE ECB.

- THE ECB SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER IN ACCORDANCE WITH MANUFACTURER'S - THE ECB SHALL BE FREE OF DEFECTS AND DAMAGE. DAMAGED OR DEFECTIVE MATERIALS SHALL BE

REPLACED AT NO ADDITIONAL COST TO THE OWNER.

- ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSII Z60.1 AND AMERICAN ASSOCIATION OF NURSERYMEN. - LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE WRITTEN PROOF OF PLANT MATERIALS SUPPLIED TO THE JOB SITE ARE FREE OF NEONICOTINOIDS. PROVIDE IDENTIFICATION TAG FROM THE SUPPLYING NURSERY SHOWING COMMON AND BOTANICAL PLANT NAMES FOR EACH SPECIES DELIVERED TO THE

- TREES REMOVED DURING CONSTRUCTION GREATER THAN 4 INCHES IN DIAMETER MUST BE REPLACED WITH A NEW TREE FROM THE PROVIDED TREE LIST. SUBSTITUTIONS FROM THE TREE LIST MUST BE

- PROTECT NEWLY SEEDED AREAS AND SLOPES AGAINST EROSION AND SEED LOSS DUE TO BIRDS AND OTHER WILDLIFE BY INSTALLING A 100% BIODEGRADABLE EROSION CONTROL BLANKET MEETING THE

- STAKE PROPOSED LOCATIONS PER PLAN OF ALL TREES AND SHRUBS PRIOR TO PLACEMENT AND NOTIFY

- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING CURRENT CONDITIONS ON SITE. ANY DAMAGE THAT OCCURS TO THE SITE DURING CONSTRUCTION DUE TO WEATHER, DISEASE, ANIMALS OR PEOPLE IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR WITHOUT EXPENSE TO THE OWNER.

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO BID AND INSTALLATION.

# - ALL SEEDING PERFORMED ON SITE SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS.

- SEEDING CAN OCCUR BETWEEN MAY 15TH AND JUNE 30TH OR AFTER NOVEMBER 1ST UNTIL FROZEN

- PREPARE THE SOIL SURFACE TO PROVIDE A SMOOTH, MOIST AND EVENLY TEXTURED FOUNDATION BEFORE SOWING SEED. TILL THE SOIL SURFACE TO REMOVE TRACK IMPRINTS FROM WHEELED OR

- STORE SEED FROM TIME OF PURCHASE UNTIL INSTALLATION AT 50 DEGREES FAHRENHEIT AND 50 PERCENT HUMIDITY. PROTECT THE SEED FROM MOISTURE UNTIL SOWING. DO NOT USE WET OR MOLDY SEED. APPLY SEED WITHIN 48 HOURS OF FERTILIZER APPLICATION.

- ANY VEGETATION PLANTED NEW OR TRANSPLANTED SHALL MEET THE FOLLOWING SPECIFICATIONS.

- FALL DECIDUOUS PLANTING IS ACCEPTABLE AFTER AUGUST 15TH UNTIL THE GROUND FREEZES.

- ANY ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE ENGINEER.

- UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED HEIGHT. ORNAMENTAL TREES SHALL HAVE NO "V" CROTCHES AND SHALL BEGIN BRANCHING NO LOWER

THAN 3 FT ABOVE THE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO - PLANTING SOIL SHALL CONSIST OF MNDOT 3877-B MODIFIED TO CONTAIN A MAXIMUM OF 30% SAND

- APPLY PRE-EMERGENT HERBICIDE (PREEN OR APPROVED EQUAL) IN ANNUAL, PERENNIAL, AND SHRUB

- CONFIRM ALL PLANT QUANTITIES, SPECIES AND SIZES ARE AVAILABLE DURING THE REQUIRED PLANTING

- REMOVE ALL ROCK AND DEBRIS 1" AND LARGER FROM PLANTING BASE AND LEGALLY DISPOSE OF ALL - TAMP SOIL AROUND BASE OF ROOT BALL FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT

- SCARIFY THE SIDES AND BOTTOM OF THE HOLE BEFORE PLACING THE TREE IN THE PLANTING HOLE.

- GUY AND STAKE TREES AS NECESSARY TO MAINTAIN THE TREES IN A PLUMB CONDITION. IMMEDIATELY AFTER PLANTING, PROVIDE A MINIMUM OF TWO GUY WIRES PER TREE ON THE UPHILL SIDE OF THE

- SET TREE PLUMB AND MAINTAIN THROUGHOUT A 1 YEAR WARRANTY PERIOD. REMOVE ALL FLAGGING - TREES DELIVERED WITH BROKEN LIMBS OR GROWTH DEFORMITIES WILL NOT BE ACCEPTED WITHOUT

- SEE ACCEPTABLE PLANT SPECIES IN THE TABLE PROVIDED. SUBSTITUTIONS FROM THIS LIST MUST BE

- INSTALL 3" DEEP FINELY SHREDDED HARDWOOD MULCH RINGS AT CONIFEROUS AND DECIDUOUS TREES - INSTALL 3" DEEP FINELY SHREDDED HARDWOOD MULCH RINGS AT SHRUB PLANTING AREAS WITH NO

- INSTALL 2" DEEP FINELY SHREDDED MULCH IN PERENNIAL PLANTING BEDS. REMOVE ALL MULCH FROM STEMS OF PERENNIALS, PLANT STEMS SHOULD NOT BE IN DIRECT CONTACT WITH MULCH.



ACCEPTABLE NATIVE VEGETATION FOR USDA HARDNESS ZONES 3 & 4				
DECIDUDUS TREES	CONIFEROUS TREES	SHRUBS	FERNS	
SILVER DR RED MAPLE	BLACK SPRUCE	BLACK CHOKEBERRIES	CINNAMON FERN	
SWAMP WHITE DAK	JUNIPER	FALSE INDIGD	RDYAL FERN	
SHEWY MEUNTAIN ASH	TAMARACK	REDOSIER DOGWOOD		
PAPER BIRCH	RED OR NORWAY PINE	SANDBAR WILLOW		
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RED DAK	JACK PINE			

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# GENERAL PROJECT NOTES:

- 1. BIDDER WILL VISIT THE SITE TO UNDERSTAND THE SCOPE OF WORK. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ITEMS THAT COULD HAVE BEEN IDENTIFIED BY A SITE VISIT, STUDYING THE TOPOGRAPHIC SURVEY, THOROUGHLY REVIEWING ALL PLANS AND REPORTS, AND ADDITIONAL INFORMATION REQUESTED FOR CLARIFICATION PRIOR TO BIDDING.
- 2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO STARTING WORK.
- EXISTING TOPOGRAPHIC AND BOUNDARY INFORMATION TAKEN FROM SURVEY BY AMI CONSULTING ENGINEERS, PA DATED 04/21/2020. PROPERTY LINES AND SHOWN UTILITIES ARE SHOWN AS APPROXIMATE LOCATIONS ONLY AND SHALL BE FIELD VERIFIED PRIOR TO OR DURING CONSTRUCTION. CONTACT ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED.
- THE LOCATIONS OF ALL EXISTING CULVERTS SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE.
- PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL MEET THE REQUIREMENTS OF THE MUTCD, CURRENT EDITION.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- 7. ALL CONSTRUCTION WORK SHALL BE COMPLETED WITHIN CITY APPROVED WORKING HOURS.
- 8. INSTALL CONTROL FENCING AND BARRICADING AS NECESSARY TO PROTECT THE PUBLIC.









SCALE IN FEET

# SITE LEGEND:

37.7%	FLOW ARROW AND GRADE
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605	EXISTING MAJOR CONTOUR
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STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.

THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE EXACT LOCATION OF ALL UTILITIES (PUBLIC AND PRIVATE) MUST BE DETERMINED BEFORE COMMENCING WORK.

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EXAMPLE EDUCATIONAL SIGNAGE



Key Considerations Mixed plant forms Overlap plantings Open canopy for good understory plant growth Quick growing Tolerant of inundation and flexible









# SITE LEGEND:



EXAMPLE EDUCATIONAL SIGNAGE



Key Considerations Mixed plant forms Overlap plantings Open canopy for good understory plant growth Quick growing Tolerant of inundation and flexible







SCALE IN FEET

# SITE LEGEND:



EXAMPLE EDUCATIONAL SIGNAGE



Key Considerations Mixed plant forms Overlap plantings Open canopy for good understory plant growth Quick growing Tolerant of inundation and flexible









# SITE LEGEND:

FLOW ARROW AND GRADE
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CONSTRUCTION LIMITS
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HIGH IMPACT CONSTRUCTION LIMITS
PROPOSED MINOR CONTOUR
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EXAMPLE EDUCATIONAL SIGNAGE



Key Considerations Mixed plant forms Overlap plantings Open canopy for good understory plant growth Quick growing Tolerant of inundation and flexible

DESCRIPTIC OF TRAIL WESTERN WATERFRONT TRAIL SHORELINE REPAIR  $\square$ 缶 S S PROPOSED CON JOB NO: 201035 DATE: 06/09/2020 DRAWN BY: JGM DESIGNED BY: ZLM SHEET: C2.3

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TOTAL FILL	1300 CY	2100 TN
NET CUT/FILL	250 CY OF FILL	405 TN

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1 TYPICAL CROSS-SECTION C3.0 SCALE:1"=5'





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1 TYPICAL CROSS-SECTION C3.2 SCALE:1"=5'

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2 EXAMPLE LOW IMPACT REPAIR

![](_page_20_Picture_12.jpeg)

Appendix C – Supplementary Provisions

## City of Duluth Supplementary Provisions – State & Federal Funding For 21-99774 RFP for Marten Trail Shoreline Restoration

## 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. <u>Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</u>

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. <u>Clean Air Act and Federal Water Pollution Control Act</u>

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.

#### 8. 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).

# 9. <u>Suspension and Debarment</u>.

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.

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

Contractors must certify that that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

#### 11. Procurement of Recovered Materials.

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

## 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.

#### 13. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable under a Federal award, supply and/or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymerbased products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contractors shall include the preceding language in all subcontracts.

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:

- The contractor agrees to provide The City of Duluth, the FEMA Administrator, the Comptroller General of a. 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.
- The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to b. 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. <u>DHS Seal, Logo, and Flags.</u> 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. <u>Compliance with Federal Law, Regulations, and Executive Orders</u>. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 18. <u>No Obligation by Federal Government.</u> 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.
- 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.

Appendix D – Federal Byrd Anti-lobbying Certificate

# 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