



CITY OF DULUTH, MN

August 28, 2025

**Request for Proposals
for**

**Engineering Services for 4th Street Reconstruction
From Mesaba Avenue to 6th Avenue East
Duluth, Minnesota**

RFP 25-99675

**State Project No. 118-132-011
City of Duluth Project No. 2096**

Proposals Due: Wednesday, September 24, 2025, at 3:00 pm local time

PROJECT OVERVIEW

The City of Duluth is interested in retaining a consultant to provide design engineering services for the reconstruction of 4th Street (MSAS 132) from Mesaba Avenue (MN194) to 6th Avenue East (MSAS 192). The City is planning a total street and utility reconstruction with a focus on creating a complete street. The project is anticipated to be constructed over a two-year period starting in 2028. Construction engineering services are not included in this request.

BACKGROUND

4th Street (MSAS 132), from Mesaba Avenue (MN194) to 6th Avenue East (MSAS 192), is a two-way low speed urban minor arterial that runs through the Central Hillside neighborhood. The roadway section is a 44' wide integrant-curb concrete street with a bituminous overlay. There are functionally two 12' driving lanes and two 10' parking lanes, as well as sidewalks on both sides. This roadway was constructed in 1976 and it was last resurfaced in 2016. St. Louis County reconstructed the segment of East 4th Street east of 6th Avenue East (CSAH 9) in 2016.

The roadway carries 7,500 vehicles per day (2022) and serves as one of the main connections between the East Hillside, Central Hillside, the Medical District and the Downtown area. It is bordered by residential homes, multi-family residences, a small business district, and several Essentia Health facilities that are under active development. There are two DTA routes that use all or part of this segment of road. The roadway is designated as a future bike facility on the Duluth-Superior Area Bicycle Transportation Plan (2025) and bike accommodations will be incorporated into the design. The evaluation and selection of a bike facility will be completed as part of this project either by continuing St. Louis County's design from east of 6th Avenue E, providing at-grade or raised protected facility, or through the construction of a raised shared use path.

Street work will include, but is not limited to: concrete pavement removal, bituminous paving, sidewalk replacement, sidewalk extensions, turf establishment, and striping. The existing bluestone retaining wall at 329 N 4th Avenue W that was constructed in 1919 will be evaluated as part of the design and a reconditioning plan will be included in the project. Any design of a replacement of the wall will be considered extra work. A traffic study and signal justification report will be required. For purposes of this proposal, the consultant should plan on replacing the signal system at the intersection of East 4th Street and 6th Avenue East and removing the signal system at the intersection of East 4th Street and 5th Avenue East. The traffic study and warrant analysis will determine if the signals are replaced or removed but the design of more than one signal system will be considered extra work. All intersections will have an intersection control evaluation completed, and any that require more than 2-way stop control will include a discussion on the warrants/feasibility of 4-way stop, signals, and roundabouts as well as lane reconfigurations. Sidewalk bump-outs and RRFB's will be evaluated at each intersection and installed as appropriate. The intersection at East 4th Street and 6th Avenue East is a concrete intersection which will be replaced in kind while the rest of the road will be a bituminous street.

Utility work will include, but is not limited to: water main replacement, storm sewer replacement, street lighting, and fiber optic installation.

The existing 6-inch water main from Mesaba Avenue to 6th Avenue East will be replaced with 24-inch HDPE water main. The new main will connect to existing 24-inch DIP water mains at each end of the project. The existing 24-inch DIP water main at Mesaba Avenue is outside of MnDOT's right-of-way. Any lead services with private side lead through this corridor will be replaced prior to this street reconstruction project.

Storm water catch basins, manholes and pipes will be replaced throughout the project area as necessary, with the expectation that all of them within 4th Street will be replaced. Several old storm lines of unknown material, likely brick arch pipe, cross 4th Street. Water quality structures will be constructed throughout the project, curb cuts leading to grassed areas will be evaluated for adding green infrastructure to the project, and nearby areas outside of the right-of-way will be evaluated for stormwater treatment location as documented in the following MS4 guidance.

MS4 Permit Calculations and Documentation Requirements:

- Calculate water quality volume as required by the MS4 permit for linear projects.
- Identify locations near the corridor to that should be investigated as potential stormwater treatment locations. Potential locations for stormwater treatment include empty lots, tax forfeited property, areas of existing right of way, and other open areas.
- Determine feasibility of each location to be used for stormwater treatment. If a location is determined to be infeasible, document efforts to obtain property, presence of bedrock, soil contamination, wetland, and any other reason the location is infeasible for stormwater treatment.
- If the location is determined to be feasible, design storm treatment as required in the MS4 permit. Design of stormwater treatment outside of the right-of-way will be considered extra work.
- Summarize calculations, documentation, and amount of treatment achieved for the project in a MS4 Compliance Memorandum. Refer to items 20.7 - 20.9 in the MS4 permit for treatment and documentation requirements.

The existing VCP sanitary mains were CIPP lined in 2024 but the project will include the replacement of any clay tile laterals off the existing mains.

The existing street has decorative streetlights the entire length of the project. The project will replace them with appropriate pedestrian scale street lighting throughout the project.

The City has a gap in its fiber optic network between 4th Avenue West and 6th Avenue E along with numerous police department cameras in this stretch. This project will connect the existing fiber optic cable from 6th Avenue East to the existing cable at the intersection of 4th Avenue W and West 3rd Street.

Phasing of construction is anticipated to be as follows:

2028	6th Avenue East to Lake Avenue
2029	Lake Avenue to Mesaba Avenue

Design services are desired to review existing street and infrastructure, gather preliminary design data, perform preliminary design, cost estimates, complete final design, construction plans and specifications, all permits as well as bidding assistance.

The project will be funded through Federal Aid funds, Minnesota State Aid funds, Street Sales Tax funds, and utility funds. Federal funds will not be used for the design phase of the project. A **Project Memo** and all the required submittals will be required and submitted by **October 1, 2026**. The road shall be constructed to State-Aid Standards.

The City of Duluth will provide the following:

- Monumentation and ties.
- All available street and utility drawings from previous projects.
- Assistance in obtaining other related information in City files pertaining to the project if needed.

GENERAL PROJECT SCOPE

Consulting Engineering Services are expected to include all work necessary to provide final design including plans and specifications and bidding services for both phases in one bid package. These include, but are not limited to the following:

1. Project initiation, site visits and other meetings as necessary with City Engineering Staff.
2. Four (4) Public Meetings to share design and schedule, to be run by the Consultant.
3. Preliminary Surveys and Information Gathering.
4. Preliminary Engineering Design and Project Memo, including sending the required environmental letters and providing responses to the City.
5. Study of intersection control for all intersections.
6. Design of traffic signals at intersection of N 6th Avenue E and E 4th Street. Roundabout design or additional intersections if warranted will be considered extra work. The City intends to remove the signal at intersection of N 5th Avenue E and E 4th Street but if one is warranted the design will be considered extra work.
7. Production of Construction Plans and Specifications (Special Provisions)
8. Bid Assistance

All work shall be performed in accordance with the most recent version of the City Standard Specifications and Engineering Guidelines (available on the City of Duluth website, <https://duluthmn.gov/engineering/>).

SCOPE OF SERVICES

1. Initial Site Visit and Consultations

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

- b. The Consultant shall provide documentation of meetings and data provided.
- c. The Consultant shall ascertain the applicability of information provided, review data for completeness, and notify the City of any additional data required. It shall be the responsibility of the Consultant to determine, by site inspection procedures, the reliability of all the existing topographic survey. If information is found to be missing, the City will determine if this information should be collected as additional work.

2. Reconnaissance, Field Surveys & Geotechnical Exploration

- a. The Consultant shall perform a full topographic survey. The survey shall include all utility structures that will remain, as well as structures inside and outside of the project limits to establish the grade of the existing underground pipes. The consultant shall map the existing right-of-way, based on existing monuments and documents for inclusion in plans. If existing documentation regarding ROW limits is not sufficient for ROW certification, the Consultant shall tie in or provide such survey information in order to complete the required ROW certification form. The construction plans shall preserve or re-set all monuments and their boxes that are disturbed with the project. The Consultant shall review/document condition and make recommendations on repairing structures to remain in place of all existing utility structures, including vaults, in the ROW. Driveways and side streets will be surveyed to a sufficient distance to allow for connections to the new roadway (includes utilities).
- b. The Consultant shall identify all ROW conflicts early in the design process. The Consultant shall prepare easement language and exhibits for any locations that are identified for the City to send to the property owners.
- c. The consultant shall review all walls that support the roadway/sidewalks and plan for design services to restore the retaining wall at 329 4th Avenue W, all other retaining wall work will be considered extra work.
- d. Consultation will all regulatory agencies to determine required information for permit applications as it relates to the design and execution of the entire project will be required. The Consultant shall be responsible for all permit applications that may be required of the City.
- e. The Consultant shall complete a Phase 1 environmental assessment of the project. Recommendations for a Phase 2 assessment will be evaluated and one would be considered extra work.
- f. The Consultant shall do all necessary geotechnical exploration to determine/verify the existing section and to provide recommendations for the proposed section and utility construction. Assume for this proposal the total number of subsurface explorations is one (1) per 400 ft. Place at least half of the total borings along the expected path of the water main.

3. Public Involvement

- a. The Consultant should plan to arrange and conduct four (4) in person public meetings with the general public in the vicinity of the project. These meetings should primarily occur during the 30% design phase. The Consultant should also expect additional meetings with Essentia Health and the DTA. The Consultant should develop a public information plan that meets the project goals of engaging the neighborhood and other stakeholders and the City will accept a reduction in the number of public meetings if alternative engagement strategies are proposed by the Consultant that acknowledge the population characteristics of the surrounding area.

4. Project Meetings

- a. The Consultant should plan to attend all public meetings and stakeholder discussions called for in their public information plan. The Consultant should prepare concept designs, typical sections, and illustrations as required to show design direction and solicit feedback on options from the general public. The project is expected to be constructed to State Aid standards but in the event a variance is required for the project attending a State Aid Variance Committee meeting in St. Paul will be considered extra work.
- b. The project will need to go to the parking commission for parking commission approval, which will require exhibits. The consultant should plan to attend one of their monthly meetings prior to final plan submittal.
- c. The project will need to be presented to the transportation commission, which will require exhibits. The consultant should plan to attend one of their monthly meetings during the design process. The nature and make-up of the transportation commission is not yet known but if additional meetings are required they will be considered extra work.

5. Preliminary Design

- a. The consultant shall perform preliminary design and layouts based upon the data and information collected. Preliminary layouts shall be produced for Engineering Staff review per the project meeting dates.
- b. A review of intersection control will be required for each intersection within the project, including 6th Avenue East but not including Mesaba Avenue. Consultant shall provide a memorandum or other level appropriate within the Minnesota DOT ICE Manual. Consultant should review existing conditions and make recommendations for the level of study required for review with City staff.
 - a. Consultant should be prepared to perform a Phase 1 ICE/ICE Memo for the following intersections of 4th Street and the following streets:
 - 4th Ave West

- Lake Ave.
 - 4th Ave East
 - 5th Ave East
 - 6th Ave East
- b. Consultant may combine intersections where no ICE is necessary per the ICE Manual in one memorandum, with recommendations for intersection control at each minor intersection, in one memorandum.
 - c. Preparation of a Phase 2 ICE would be considered additional work.

6. Plans and Specifications

- a. The consultant shall prepare construction drawings as necessary to provide for the complete reconstruction including replacement of all utilities. Plans shall be at a scale of 1"=40' and shall include sufficient detail to clearly show the work. The utility work will include water, storm sewer, sanitary sewer services, decorative pedestrian scale lighting, and fiber optic networking. These drawings shall include all details, plans and specifications necessary for all work as required by the City and the appropriate approval agencies.
- b. The specification preparation shall also include appropriate sections for bidding, bonding, agreements, general and special provisions, and other appropriate contract provisions as well. These sections shall be developed in accordance with the City standards, which shall be made available to the Consultant.
- c. The drawings shall include all site maps, plans, elevations, sections, details, and notes as needed or necessary to adequately show, explain, or describe all features of the project.
- d. All ADA improvements shall be designed to level 3 following MnDOT's accessibility guidelines.
- e. All intersection curb shall have station offset and elevation points shown in the plans at the face of curb at radius points, mid-points, PC's, PT's, zero points, the beginning and end of any bumpouts, and at all other grade changes. Each intersection shall be shown on a detail sheet at an appropriate scale to view the required details. Concrete intersections shall have station offset and elevation points shown at every joint location and the grade breaks between each joint.
- f. State Aid plan review checklist, ROW certification, and hydraulics submittals will be required.
- g. Design and plans for traffic signals at intersection of N 6th Avenue East and E 4th Street.
- h. The contract drawing sequence shall follow the standard City of Duluth format. The drawings shall be prepared to meet all Minnesota State Aid Standards.

- i. The Consultant shall prepare digital staking files for all proposed utilities, curb and gutter, sidewalk (including curb ramps), and roadway centerlines. The Consultant shall provide the staking files and all plan sheet files necessary to create as-built drawings, with any required reference drawings and dynamic alignments, profiles, corridors, and pipe networks, in an AutoCAD Civil 3D format. The drawings shall incorporate the City’s standard point codes.
- j. Plans and all work shall be in accordance with the current version of the City of Duluth Guidelines for Engineering Requirements and the City Standard Specifications. The current editions of the Minnesota Department of Transportation “Standard Specifications for Construction” and “Materials Lab Supplemental Specifications for Construction” shall be used. Current edition means the edition on the date when plans are finalized by the City and MnDOT.
- k. A licensed Professional Engineer registered in the State of Minnesota with experience in Civil Engineering and preparation of federal aid and state aid funded plans and specifications must supervise all work.

7. Cost Estimate

- a. Prior to the first public meeting the Consultant shall prepare a preliminary cost estimate for internal use for budgeting purposes. Cost estimates and quantity takeoffs shall be provided following the completion of the 30%, 60%, 90%, and final plans, for a total of five (5) submittals.

8. Project Bidding

- a. Upon completion of plans and specifications, the Consultant shall provide all documents and services to provide for bidding and award for construction. The Consultant shall answer any questions brought up during bidding and prepare any addendums. This design phase shall be considered complete upon award of the project following bidding.

PROJECT COMPLETION DATES

August 27, 2025	RFP Issued
September 24, 2025	Proposals Due
October 2, 2025	Selection of Consultant
October 14, 2025	Council Approval to Award Contract
May 1, 2026	Traffic Study Complete and Design Alternative Selected
October 1, 2026	Project Memo
November 6, 2026	30% Plan Review
February 26, 2027	60% Plan Review
April 30, 2027	90% Plan Review
June 2027	Plans and Specifications submitted to Minnesota State Aid
November 2027	Advertise for bids
December 2027	Receive bids

QUALIFICATION PROPOSAL CONTENTS

The proposal shall be submitted in the following format broken into the seven (7) sections identified below. Proposals not following the specified format will not be reviewed. No additional sections or appendices are allowed. The proposal shall be limited to 20 pages plus a cover letter (the page limit includes all resumes. Proposals that exceed this limit will not be reviewed. Dividers and covers are not included in the page limitation). This would be 20 single-sided 8.5" X 11" pages, 10 double-sided 8.5" X 11" pages, or a mixture thereof. One single-sided page can be replaced with a single-sided 11" X 17" page if necessary for a project layout or other graphical design. The separate cost proposal can be an 11" X 17" page. The proposal format shall be as follows:

1. Goals and Objectives

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

2. Experience

An outline of the responder's background and experience with similar projects. Project descriptions shall include a list of key staff and their role. Within the experience the Consultant should demonstrate and provide proof of competency in the following areas:

- Street, road, pedestrian, and bike design, including in a constrained urban environment
- Multi-phased projects
- Downtown urban projects
- Minnesota State Aid design experience
- Federal Aid design experience
- Planning for effective public participation
- Design and inspection of large diameter HDPE watermain or sanitary force main projects
- Traffic Engineering knowledge and experience, either by the firm or a subconsultant

3. Personnel

Identify personnel to conduct the project and detail their training and work experience. Identify how personnel proposed for this project were involved with the projects listed as experience. Identify a professional engineer registered in the State of Minnesota who will oversee the overall project. No change in personnel assigned to the project will be permitted without approval of the City.

4. Knowledge of Duluth Requirements

Include a description of the firm's knowledge of City of Duluth street and utility

standards.

5. Work Plan

Include a detailed work plan identifying the work tasks to be accomplished and the budget hours to be expended on each task and subtask for both roadway and utility design. The work plan shall be in spreadsheet format and shall list each task and the number of hours for each staff person on that task. The work plan shall also identify the deliverables at key milestones in the project as well as any other services to be provided by the City. City staff intend to be actively involved with the project and three (3) status meetings held at City Hall at to be contained in the work plan in addition to any data collection or input/review meetings. The City project manager intends to have virtual bi-weekly check-in meetings with the Consultant throughout the design to ensure that information requests are answered in a timely manner and the design stays on schedule. Do **NOT** include any costs in the work plan.

6. Work Schedule

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

7. References

Provide names, addresses, and telephone numbers of at least three (3) references for whom the respondent has performed similar street and utility construction services. References shall not be City of Duluth staff.

COST PROPOSAL CONTENTS

Provide one unbound copy of the cost proposal in a separate sealed envelope, clearly marked on the outside “Cost Proposal” along with the responder’s official business name and address. Terms of the proposal as stated must be valid for the project length of time.

The consultant must include a not to exceed total project cost, as well as subtotals for design services, bidding, and any sub consultant fees. The cost proposal shall include all of the following:

- A cover/transmittal letter
- A breakdown of the hours by task for each employee. This shall be in the same format as the work plan in the Qualifications Proposal with the addition of costs.
- Hourly rates for each specific employee proposed (not general rates by category).
- Identification of anticipated direct expenses and rates for miscellaneous charges such as mileage and copies.
- Identification of any assumption made while developing this cost proposal.
- Identification of any cost information related to additional services or tasks. Include this in the cost proposal but identify it as additional costs and do not make it part of the total project cost.
- 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.

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

SELECTION

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

	Item	Percent
1	Experience and knowledge of Duluth, federal and state aid requirements	10%
2	Personnel	10%
3	Work Plan and Work Schedule	30%
4	History (completeness and timeliness) of past work History completing past projects on budget	20%
5	Project costs/fees	30%

Proposals will be evaluated on a best value basis with 70% qualifications and 30% cost consideration. The review committee will not open the cost proposal until after the qualification points have been awarded. The City anticipates that the evaluation and selection will be completed by Thursday, October 2, 2025.

SUBMITTAL DATE

Submit unbound original Technical Proposal with Cost Proposals in a separately sealed envelope and label as “25-99675 RFP for Eng Svcs for 4th St” by 3:00 PM central time, September 24, 2025 to:

Patrice Stalvig, Purchasing Agent
City of Duluth – Purchasing Department
411 W 1st Street, Room 120 City Hall
Duluth, MN 55802

Digital copies may be requested after proposal due date.

CONTACT

All questions concerning the project shall be directed to:

Alex Popp, PE, Senior Engineer
City of Duluth – Engineering Division
411 W 1st Street, Room 240 City Hall
Duluth, Minnesota 55802
apopp@duluthmn.gov
(218) 730-5087

LIMITATIONS

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

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

The City of Duluth specifically reserves the right to accept or reject any or all proposals, to negotiate with any qualified source, to cancel in part or in its entirety the Request for Proposal, to waive any requirements, to investigate the qualifications of any proposal, to obtain new proposals, or proceed to have the service provided in any way as necessary to serve the best interests of the City of Duluth.

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

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

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

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 interests 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.

**APPENDIX A – PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 25-99675 Engineering Svcs for 4th St Reconstruction (Mesaba to 6th Av E)**

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

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

City of Duluth
Supplementary Provisions – State & Federal Funding

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. 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.

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. Suspension and Debarment.

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

10. 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.

11. Domestic Preferences for Procurements

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

Contractors shall include the preceding language in all subcontracts.