



**CITY OF DULUTH**  
**REQUEST FOR PROPOSALS FOR**  
**GATE, WAYFINDING, AND SIGNAGE PLAN FOR THE PARKS DEPARTMENT**

**RFP NUMBER 16-05AA**  
**ISSUED JANUARY 27, 2016**

**PROPOSALS DUE FEBRUARY 8, 2016**

**SUBMIT TO**  
**CITY OF DULUTH**  
**ATTN: PURCHASING DIVISION**  
**CITY HALL, ROOM 100**  
**411 WEST 1ST STREET**  
**DULUTH, MN 55802**

## PART I GENERAL INFORMATION

**I-1. Project Overview.** The City of Duluth's Parks and Recreation ("Parks") Division is seeking a statement of qualifications and a price quote for professional services to complete a comprehensive citywide Gate, Wayfinding and Trailhead/Orientation Plan ("Plan".) This includes a field inventory and analysis of Duluth's trail and bikeway system, design and planning for implementation and recommendations for educational and informational signage both at trail access points and within trail systems throughout the City's trail and bikeway network. This will include access points to the proposed St Louis River National Water Trail. 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-bid Meeting will be held at 1:00 PM CST in City Hall Room 106A.	February 2, 2016
Deadline to submit Questions via email to purchasing@duluthmn.gov	February 2, 2016
Answers to questions will be posted to the City website no later than this date.	February 4, 2016
Proposals must be received in the Purchasing Office by 4:00 PM on this date.	February 8, 2016
Selection process completed	February 12, 2016
Council approval and contract execution	February 22, 2016
Notice to Proceed issued	February 26, 2016
Stakeholder input collected	February thru April 2016
Final deliverables due	July 31, 2016

**I-3. Pre-proposal Conference.** The City will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Attendance at the Pre-proposal Conference is optional, however interested proposers are encouraged to attend.

**I-4. Type of Contract.** It is proposed that if the City enters into a contract as a result of this RFP, it will be a **Professional Services Agreement**. A draft of the proposed

contract is attached as Appendix A. The City, in its sole discretion, may undertake negotiations with Proposers whose proposals, in the judgment of the City, show them to be qualified, responsible and capable of performing the Project.

**I-5. 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 Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-6. Questions & Answers.** Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at [purchasing@duluthmn.gov](mailto: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-7. Addenda to the RFP.** If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Proposer's responsibility to periodically check the website for any new information

**I-8. Response Date.** To be considered for selection, 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.

**I-9. Proposals.** To be considered, Proposers should submit one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. In addition Proposers shall submit one copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on CD-ROM or 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. Please refer to Section I-18 for more information.

**I-10. Signatures.** An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix **B** to this RFP) and the Proposal Cover Sheet is attached to the proposal, this requirement will be met. For this RFP, the proposal must remain valid for **60** days or until a contract is fully executed.

**I-11.** 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/>.

**I-12. Term of Contract.** The term of the contract will commence on the Effective Date and will end on August 31, 2016. The City will fix the Effective Date after City Council approval and after the contract has been fully executed by the selected Proposer and by the City and all approvals required by City contracting procedures have been obtained. The selected Proposer shall not start the performance of any work prior to the Effective Date of the contract and the City shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the Effective Date of the contract.

**I-13. Mandatory Disclosures.** By submitting a proposal, each Proposer understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Proposer 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 Proposer or its employees or agents to any person not an employee or agent of the Proposer.
- B. There is no conflict of interest. A conflict of interest exists if a Proposer 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. Either certify: (i) that your company is unaware of any potential conflict of interest, or (ii) indicate the potential conflict(s) and the nature of such conflict. 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, and if the Proposer cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

**I-14. Minnesota Government Data Practices Act.** Data supplied in response to this RFP by businesses, firms and individuals is governed by the Minnesota Government Data Practices Act in that:

- A. The information requested will be used to evaluate each proposer's qualifications.

- B. The proposer is not legally required to supply this information; however, failure to supply the information requested may result in that Proposal receiving lesser consideration and a determination by the City of Duluth that the Proposal is non-responsive.
- C. The public is authorized to receive the information that is not classified by law as private, confidential, or non-public data. The proposer is responsible to clearly identify any data classified by law as private, confidential or non-public data and to provide the specific basis for the classification when the data is submitted to the City of Duluth.

**I-15. Notification of Selection.** Proposers whose proposals are not selected will be notified in writing when contract negotiations have been successfully completed and the City has received the final negotiated contract signed by the selected Proposer.

## **PART II PROPOSAL REQUIREMENTS**

**II-1. Cover Letter.**

**II-2. Firm Information.** Include the name/discipline of your firm, contact information, and staff size.

**II-3. References.** Include three references we may contact with whom similar work has been completed within the last three years and proposed facilities and changes have taken place.

**II-4. Qualifications.** Provide an overview and description of the firm's total qualifications including any special or unique services it may provide.

Provide the name and qualifications of the lead member of the project team who will be the primary contact and have full responsibility for the project. Also, complete qualifications must be submitted for other members of the project team.

List whether or not this is a joint venture or if your agency is the prime consultant for the entire project. Include any sub-contractors who will be working with your firm on this project and what their responsibilities will be as well.

**II-5. Work Plan.** Provide a brief description of the scope of work, touching on each specific element you would provide to achieve the desired plan. Detail meetings with City Staff and stakeholder interviews.

**II-6. Schedule.** Provide a proposed schedule for the project.

**II-7. Cost Submittal.** The cost submittal should be in a separate sealed envelope from the technical proposal, as it will be reviewed once the technical proposals are scored.

State the cost of your services in detail including hours dedicated to each area defined within the scope of services. This will allow Parks and Recreation staff to selectively choose services, additional or otherwise. Cost will only be a factor after the selection process is completed.

The proposal shall be based on a total estimated, not to exceed, hourly fee. Include any sub-consultant costs. The proposal should also include a schedule for hourly billing rates for each employee who may be involved in services. Include rates for miscellaneous charges such as copies and mileage.

**The City will reimburse the selected Proposer for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the City has issued a notice to proceed.**

### **PART III CRITERIA FOR SELECTION**

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must be received prior to the deadline for submission and properly signed by the Proposer. The City reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Proposer's proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Proposer's proposal.

**III-2. Evaluation.** The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals submitted by at least three qualified consultants 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:

Work Plan	25%
Qualifications/experience of the personnel and company working on the project	20%
Understanding of the project scope	15%
Completeness of the proposal	10%
History (completeness & timeliness) of past work with the City of Duluth	10%
Project costs/fees	20%

The consultant team should have expertise in comprehensive long-range park planning and park design of similar size and scope. Each proposal will be evaluated based on qualifications. The City has the right to refuse any and all RFP's in whole or in part and

select the proposal deemed by the governing body to be in the best interest of the City. Firms that are not selected will be notified in writing.

## **PART IV WORK STATEMENT**

### **IV-1. Project Overview.**

The City of Duluth's Parks and Recreation ("Parks") Division is seeking a statement of qualifications and a price quote for professional services to complete a comprehensive citywide Gate, Wayfinding and Trailhead/Orientation Plan ("Plan".) This includes a field inventory and analysis of Duluth's trail and bikeway system, design and planning for implementation and recommendations for educational and informational signage both at trail access points and within trail systems throughout the City's trail and bikeway network. This will include access points to the proposed St Louis River National Water Trail.

The City of Duluth has been and continues to invest in its trail and bikeway network across the city. This is made possible through various grants and working in partnership with trail user groups. The City is interested in protecting these investments and is looking to identify locations for barricades and signage to limit illegal use. We hope to protect our trail and bikeway infrastructure as well as create welcoming and informational access points. The completed plan will present clear and consistent signage throughout the system.

The City of Duluth has 130 parks, of which approximately 45 have park monument signs and approximately 25 of which have trail systems. The City's trail current network contains approximately:

- 65 miles of purpose built mountain bike/multiple use trails, (with 35 additional to be built)
- 23 miles of snowmobile trails, not including the Willard Munger State Trail
- 40 miles of the Superior Hiking Trail
- 62 kilometers of groomed Nordic trails
- 12 miles of paved multiple use pathways
- 25 miles of natural surface hiking trails
- Unknown number of miles in an informal network of trails that intersect with more formal trails

### **IV-2. Project Definitions.**

Trailhead/Orientation Signs: Signs (kiosks) present at trailhead parking areas or main trail entrances that highlight trail features and interconnections with other trails, and may contain interpretive, historical and general trail etiquette information.

**Trail Use Designation:** Trails that are purpose built to meet the requirements of an intended user groups. Those trails are then designated for the intended user groups by signage.

**Access Control:** Physical barriers that limit trail access, especially in areas where trails are bringing restricted uses onto purpose built trails, such as motorized traffic onto ski trails.

**Traffic Control/Regulatory/Warning Signs:** Signs that notify users of rules or laws associated with various types of trails such as trail designation, direction of travel and code of conduct. They also alert users to potentially hazardous conditions such as an upcoming stop sign or steep hill.

**Degree of Difficulty:** A rating system that indicates the relative technical difficulty of a trail or trail segment. Usually, trail difficulty ranges from white, the flattest and easiest of all trails, to green with some slope to blue to black to double black. The rating system in Duluth should be relative to all other Duluth trails. These ratings are usually applied to ski and mountain bike trails, but may be applied to other trail types. Ratings help trail users make informed decisions and encourage users to match their skill level to the rating to manage risk and minimize injuries.

**Wayfinding:** Spatial problem solving. A user needs to know present location in relation to desired location, such as at a trail intersection. Trail use designation and degree of difficulty also may occur at a wayfinding location.

**Assurance Markers:** A logo or symbol on the far side of a trail intersection to assure a user that they are on their intended route.

**Park Monument Signs:** Freestanding signs that prominently mark a park or trails system entrance.

**Emergency Locator System:** Signs that indicate good entry and access points for EMS rescue workers from the street grid into a trail network.

**Universal Design:** Designing amenities for the full and wide spectrum of human ages and abilities, sometimes called the age “Eight to Eighty” design concept.

### **IV-3. General Project Scope**

The project scope includes: facility inventory and assessment, probable construction cost estimates, signage recommendations and implementation strategies to produce location specific solutions to protect our trail and bikeway system investments.

Completion of the Trailhead Plan will include the following deliverables:

Site Inventory and analysis of ‘official’ and ‘unofficial’ trail access points across the City  
Inventory and analysis of trail Intersections and other potential wayfinding locations within trail systems



- A completed Plan of trail and trailhead wayfinding to be implemented citywide to indicate clearly for whom trails are designated
- A completed Plan of gates or other barricades to dissuade unofficial use of trails and access points
- A completed Plan of EMS locations that can be uploaded to GPS capable smart devices and an identifiable locations system at trailheads and junctions
- A park entry monument design that incorporates Indigenous place naming
- Budget and budget narrative
- Detailed specifications for Plan implementation
- Biddable construction documents

The City of Duluth intends to hire a consultant who will work with various city staff and all of the partners identified below to understand City and partnering organization's needs:

- Trail and Bikeway Committee of the Parks Commission
- Duluth Fire Department First Responders
- Duluth Superior Metropolitan Interstate Council
- Two snowmobile clubs
- The Superior Hiking Trail Association
- Cyclists of Gitchee Gumme Shores
- Duluth Cross Country Ski Club
- Duluth Climbing Coalition
- Hartley Nature Center
- Hawk Ridge Bird Observatory
- Chester Bowl Improvement Club
- Duluth Area Horse Trail Alliance
- Duluth Indigenous Commission
- Others

#### Available Resources

The information available for this project is the 2010 Parks and Recreation Master Plan, and the 2011 Trail and Bikeway Master Plan, available on the City's Parks Division website at <http://www.duluthmn.gov/parks/>. The new 2015 Outdoor Recreation Map can be found at the Parks and Recreation Department's Office on the ground floor of City Hall, 411 West 1st Street, Duluth. Additionally, all of our planned St Louis River corridor trail projects can be found at <http://www.duluthmn.gov/st-louis-river-corridor/>

# APPENDIX A - SAMPLE AGREEMENT

## AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN

### CONSULTANT'S NAME AND CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth, hereinafter referred to as City, and [insert consultant's name] located at [insert consultant's address], hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for [insert a description of the project and project number if applicable], (the "Project"); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a Proposal to provide services for the Project (the "Proposal"). A copy of the Proposal is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant's professional services for the Project;  
NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

#### I. Services

Consultant will provide the following services related to the Project as described in Consultant's Proposal (the "Services"). Consultant agrees that it will provide its services at the direction of the [insert the title of the City Staff – such as "Director of Public Works"] ("Director"). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

#### II. Fees

It is agreed between the parties that Consultant's maximum fee for the Project and Services shall not exceed the sum of [insert written dollar amount of contract and 00/100th dollars (\$0.00)] inclusive of all travel and other expenses associated with the Project, payable from Fund \_\_\_\_-\_\_\_\_-\_\_\_\_; Resolution No. passed on date. All invoices for services rendered shall be submitted monthly to the attention of Director. Payment of expenses is subject the City's receipt of reasonable substantiation/back-up supporting such expenses.

#### III. General Terms and Conditions

##### 1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be [insert key consultant's name or names] (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further

represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.

- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by **Insert date**, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party

beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized

to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be named as Additional Insured by endorsement** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon execution of this Agreement**, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.
- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Engineer's interests and liabilities.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return

receipt requested, to the following addresses:

**City:** City of Duluth  
411 W First Street  
City Hall Room #  
Duluth MN 55802  
Attn: **Director**

**Consultant:** **Vendor**  
**Address**  
**City State Zip**  
**Attn:**

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to



circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH

**[NAME OF CONSULTANT]**

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned:

City Auditor

Date

Approved as to form:

Assistant City Attorney

Date \_\_\_\_\_

**APPENDIX B - PROPOSAL COVER SHEET  
CITY OF DULUTH  
RFP# 16-05AA**

<b>Proposer Information:</b>	
Proposer Name	
Mailing Address	
Website	
Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Federal ID Number	

<b>Submittals Enclosed and Separately Sealed:</b>	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Cost Submittal

<b><i>Signature</i></b>	
Signature of an official authorized to bind the Proposer to the provisions contained in the proposal:	
Printed Name	
Title	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY RESULT IN THE REJECTION OF THE PROPOSAL**