



CITY OF DULUTH
REQUEST FOR PROPOSALS FOR
PREPARATION OF AN ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW)

RFP NUMBER 18-14AA
ISSUED TUESDAY, AUGUST 7, 2018

PROPOSALS DUE WEDNESDAY, AUGUST 29, 2018

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 Community Planning Division seeks a qualified firm to prepare an Environmental Assessment Worksheet (EAW), including data analysis, document preparation, and presentation of findings to public bodies and all related work in supporting the City of Duluth Planning Commission in its role as Regulating Governmental Unit for a Mandatory EAW for 800,000 square foot of new and 114,000 square feet of remodeled institutional buildings. The project is also known as Vision Northland. 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
Deadline to submit Questions via email to purchasing@duluthmn.gov	August 15, 2018
Answers to questions will be posted to the City website no later than this date.	August 17, 2018
Proposals must be received in the Purchasing Office by 5:00 PM on this date.	August 29, 2018

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. Type of Contract. It is proposed that if the City enters into a contract as a result of this RFP, it will be a standard city professional services agreement. A draft of the proposed contract that the selected firm will be expected to sign is attached as Appendix A.

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

I-6. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . 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 official authorized to bind the Proposer to its provisions. If the official signs the Proposal Cover Sheet attached as Appendix B, 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, 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.

I-8.Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/>.

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, 2018**. 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. 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-11. 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

The Proposal shall include the following criteria and be structured accordingly:

1. Cover Letter
2. Consultant Information
 - a. Name of Consulting Firm/Discipline
 - b. Contact Information
 - c. Staff Size
3. Three References we may contact with whom similar planning work has been completed within the last three years.
4. Provide an overview and description of Consultant's total qualifications including any special or unique services it may provide.
5. Specific name and qualifications of the lead member of the project team who will be the primary contact and have full responsibility for the project. Complete qualifications should also be submitted for other members of the project team.
6. List whether or not this is a joint venture or if Consultant will be the solely responsible for the entire project. Include any sub-contractors who will be working with the Consultant on this project and their proposed responsibilities.
7. A brief description of how the Consultant will complete each element within the scope of services.
8. Cost of services, in detail, including hours dedicated to each area defined within the scope of services including a separate cost per meeting amount. This will allow City staff to selectively choose the desired services, additional or otherwise. Cost will only be a factor after the selection process is completed.

PART III - CRITERIA FOR SELECTION

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:

Qualifications/experience of the personnel and company working on the project 50%

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 15%

PART IV – PROJECT DETAIL

-Evaluate data provided by the project proposer for accuracy, scope, and completeness and provide a report to the City detailing deficiencies and the importance of repairing deficiencies for completion of the Environmental Assessment Worksheet (EAW), if needed data is missing. If all needed data has been provided and is accurate, provide the City with a letter notifying as such.

-Once all needed data has been provided by the project proposer, prepare a complete draft EAW document for review by City staff. Allow time for a minimum of one in-person meeting with City staff to review the draft EAW and at least one significant revision to the draft document as a result of City comments. Cost proposal should include a proposal for additional meetings if determined necessary during the EAW development process.

-Prepare final EAW document and transmit to the City in documents to the City in both Microsoft Word and Adobe Acrobat formats as well as one bound and one unbound paper copy.

-Attend the City Planning Commission public hearing and provide a summary of EAW findings to the Commission.

-After the end of the 30-day comment period, review all comments submitted with City staff to determine which are substantive and timely and prepare appropriate and complete responses to all that have been determined by the City to be substantive and timely. If additional data is required from the project proposer, prepare a document requesting such, including rationale as to why it is needed. Provide to the City comment responses in both Microsoft Word and Adobe Acrobat formats.

-Prepare a document summarizing the main issues for the City Planning Commission to consider in making their determination on the need for an Environmental Impact Statement (EIS). Prepare a draft Record of Decision including a detailed analysis of the four factors listed in Minnesota Rules part 4410.1700, subparts 6 and 7 and complete findings of fact supporting a recommendation on the need for an EIS. Provide this document to the City in Microsoft Word and Adobe Acrobat formats as well as one bound and one unbound hardcopy.

-Attend the City Planning Commission meeting, and any subsequent meetings should the matter be tabled, to present the EAW comments and responses, summary of issues, draft Record of Decision and findings of fact and provide suitable responses to the Commission and staff.

-Should the Commission determine that additional data is necessary for a determination, assist the Commission and City staff in obtaining the requested data from the project proposer, incorporate the requested information into the draft Record of Decision and findings of fact documents and provide revised documents to the City in both Microsoft Word and Adobe Acrobat formats.

Issues to be evaluated in the EAW

The EAW will need to contemplate this project's impact to traffic and circulation, transit service, uphill viewshed impacts to properties above the project site, as well as other potential applicable impacts to nearby properties in the campus area.

Substantial evaluation of issues around the project site has already taken place, and may be provided to the selected Consultant as needed and appropriate.

Attachments:

Preliminary Parking Study
Downtown Campus Zoning – 11.21.17
Downtown Campus Zoning – 07.19.18

6.1 - PARKING & TRANSPORTATION

Background and Context

Customer service is paramount to the healthcare experience, and parking is at the forefront of that experience. For most patients and visitors, parking is the gateway through which they experience the Essentia Health campus. First impressions shape perceptions and attitudes about service quality. Patients and their family members and friends are often sick, tired, confused, and vulnerable.

Parking that is easily discoverable, navigable, convenient, and accessible to patient facilities is central to establishing a sense of quality, openness, and efficiency, and making the experience of these individuals at Essentia as easy and uplifting as possible. To that end, existing parking and traffic circulation needs on the Essentia Health campus were assessed, and future needs were evaluated relative to planned campus development and program changes.

This section provides a summary of the analysis and findings of the traffic, circulation, and parking assessment. It identifies and summarizes potential reservoirs of future parking supply that would be added over the life of this Master Plan to accommodate the loss of the Blue Ramp and the phasing of new development planned for the Essentia Health campus.

Traffic and Circulation

Easy and logical circulation between emergency and outpatient drop-off locations and parking facilities is critical to the efficient and welcoming onboarding of patients. This is especially important and relevant in Duluth, where topography, a tight urban road network, and various one-way streets create challenges for some visitors.

As part of the analysis of existing campus traffic circulation, consideration was given to converting East 2nd Street between the Duluth Clinic 3rd Street Building and the Miller-Dwan Building from a one-way roadway to a two-way roadway. Based on 2015 traffic volume data provided by the Minnesota Department of Transportation, East 2nd Street just west of 6th Avenue East carries approximately 9,000 vehicles a day.

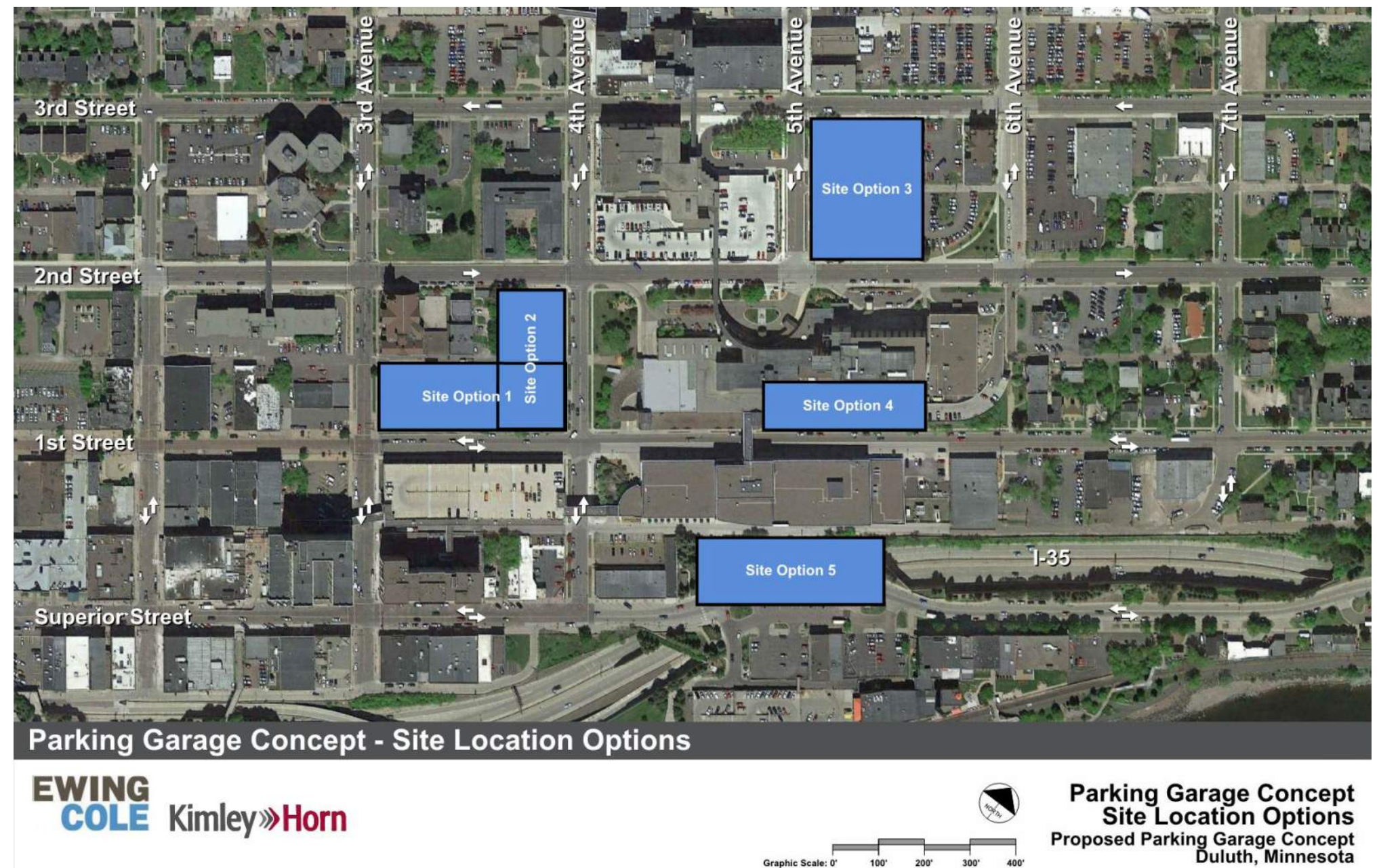
Traffic and Circulation

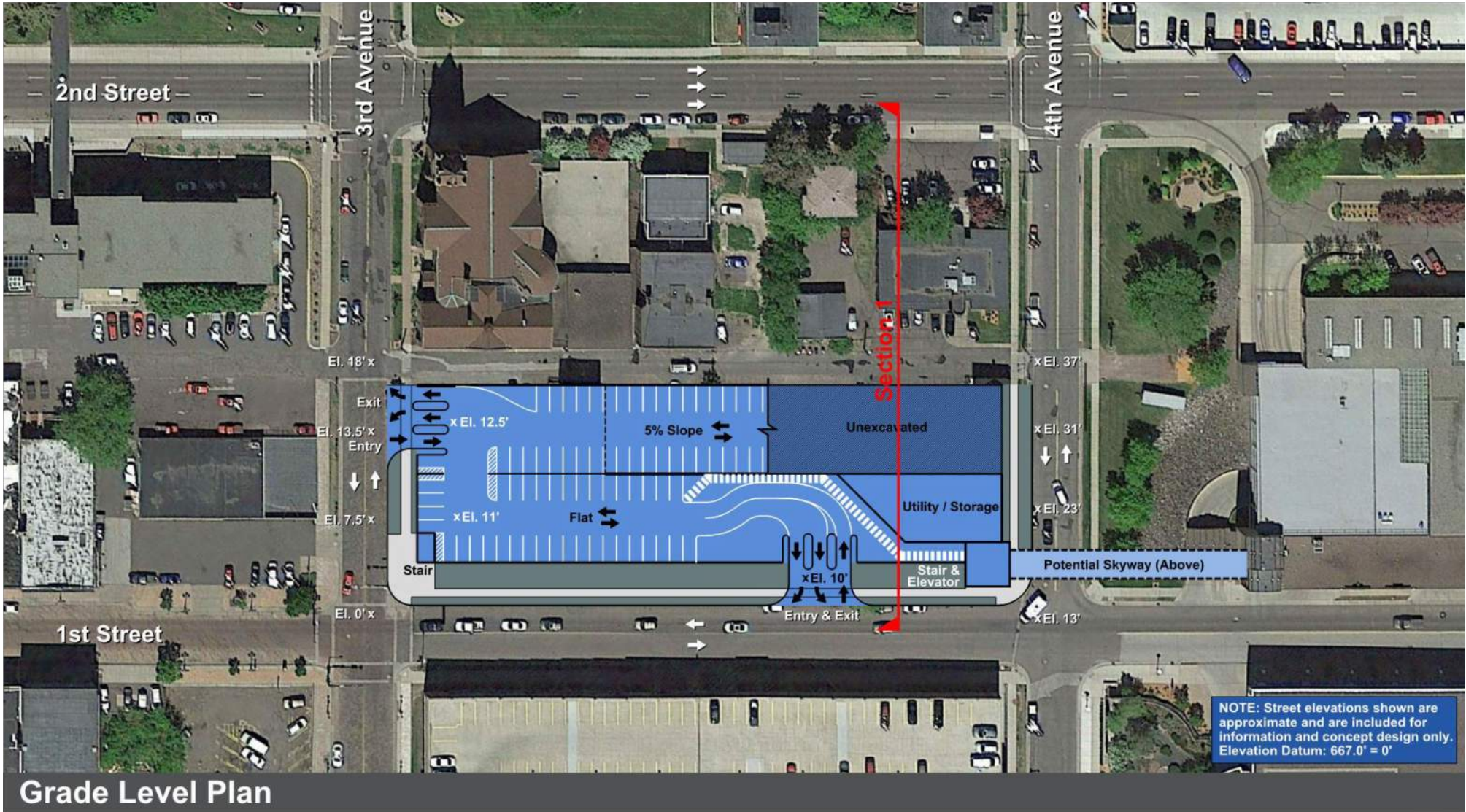
With the planned removal of the existing Blue Ramp and its 483 parking spaces (138 staff and 345 patients) to accommodate new building programming, it is critical to identify future potential reservoirs of parking supply to service staff, patient, and visitor parking needs. The Blue Ramp is centrally located.

The existing parking demand on the Essentia Health campus of staff, patients (outpatients and inpatients), and visitors has not been accurately measured. Furthermore, Essentia notes that they do not have a strong indication of which users park in which parking facilities. Anecdotally, the Red Ramp on the northwest part of the Essentia Campus is usually full, as is the Blue Ramp, while the City Ramp on the southwestern part of campus (from which Essentia leases 325 staff parking spaces), is usually underutilized. Parking supply-demand analysis was not performed as part of this assessment. As such, potential parking locations are provided without precise knowledge of actual existing (and therefore) future parking needs, or how specific user groups interface with available parking facilities. Detailed and data-driven parking demand and use study should be performed prior to determining the final size of any new parking facilities.

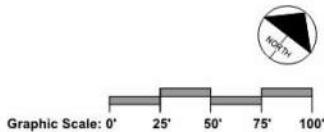
A total of five (5) parking concept site options were identified and evaluated for feasibility. These site options are depicted in the map to the right. The feasibility and appropriateness of each parking concept site option was evaluated based on:

- Cost
- Construction Feasibility
- Proximity
- Flexibility in Functional Operation
- Potential Capacity
- Ease of Circulation from Drop-Off
- Land Assembly





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Parking Garage Concept
Site Option 1
Proposed Parking Garage Concept
Duluth, Minnesota

6.1 - PARKING & TRANSPORTATION

Site Option 1

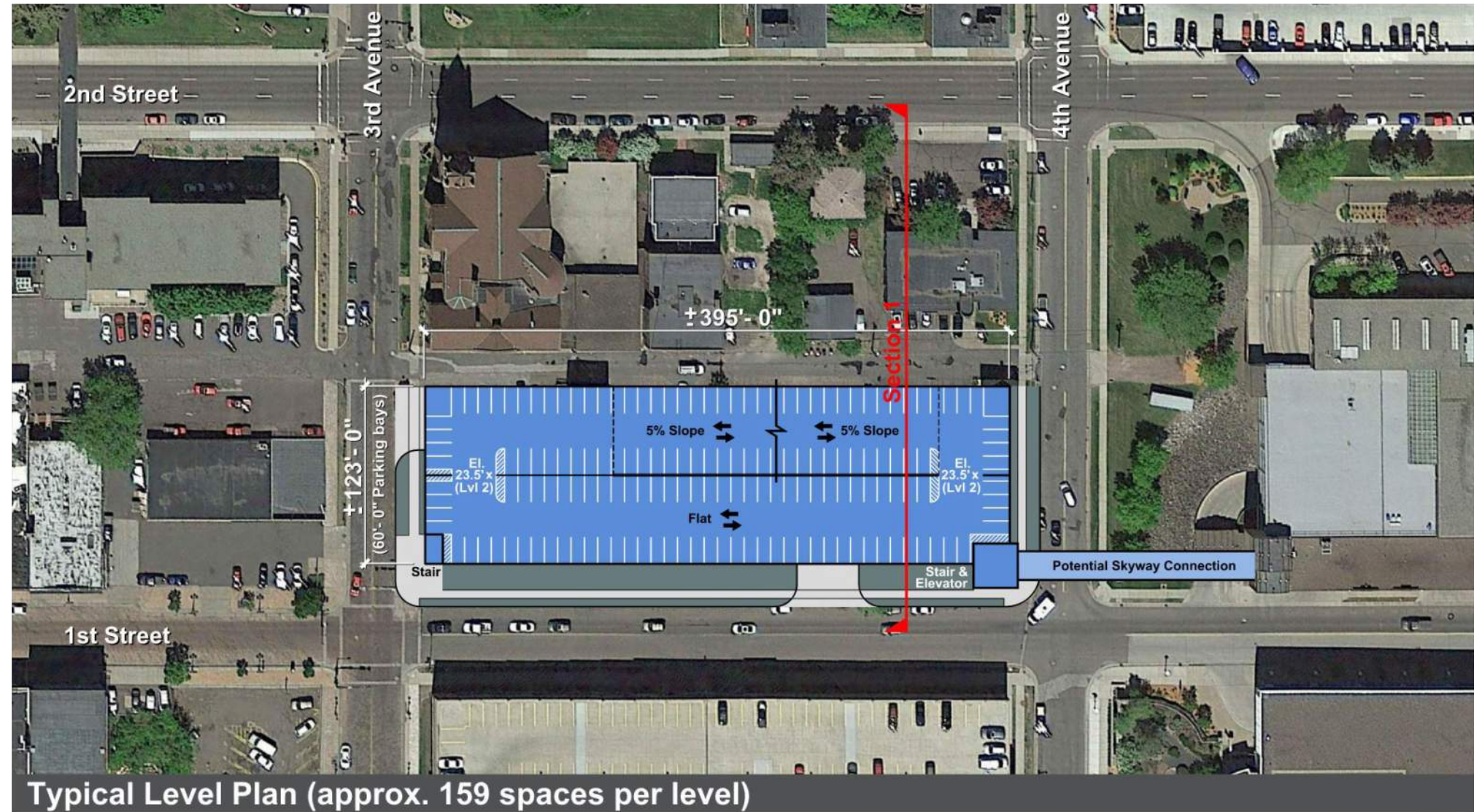
Summary

Site option 1 is a structured parking garage located on East 1st Street between North 3rd Avenue and North 4th Avenue. This site is consistent with character of the area, and offers a potential synergy with the adjacent City Ramp on East 1st Street (e.g. the opportunity for shared parking/the ability to support spillover parking demand, connections to the Sheraton Hotel, consistent/easier wayfinding, etc.). Note that this option is not feasible without additional land purchase and assembly in the area, however.

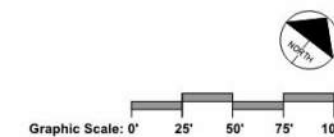
Parking Layout

The concept represents a two-bay, single-thread parking layout. Parking bays run east to west with a flat bay on the south and a 5% sloped bay on the north (sloping with the site). Parking bays are 60'-0" wide allowing for 90-degree parking and two-way traffic with efficient and navigable internal circulation. The site length permits end-bay parking which also provides room for entry/exit equipment inside the garage (covered). The grade level layout yields approximately 75 parking spaces, while the typical floor plan layout yields approximately 159 spaces per level. Approximate parking space yields per level are depicted on the concept graphics. From a parking circulation perspective, 6 floors is the recommended maximum height on this site.

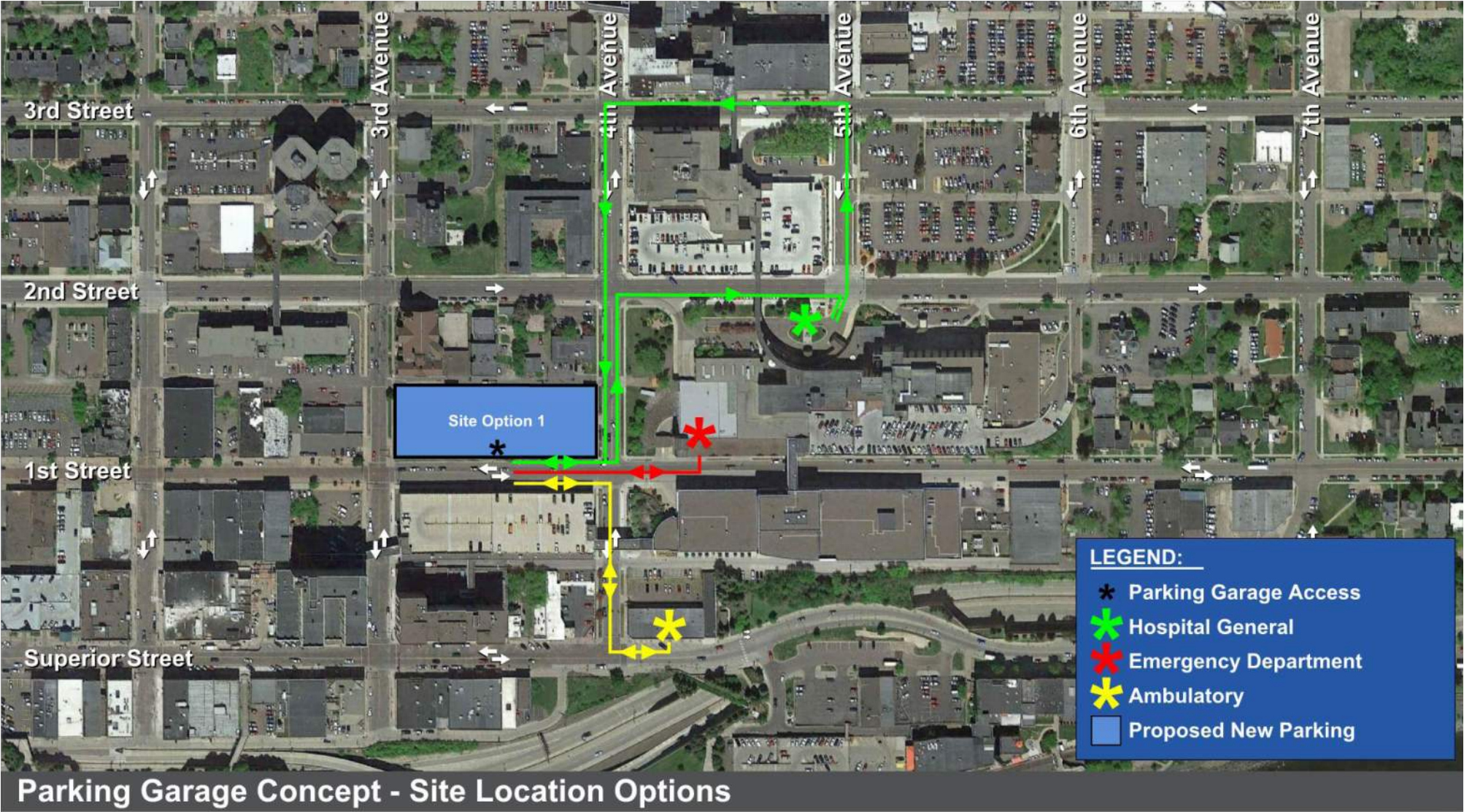
The site facilitates a pedestrian skyway connection into the hospital to the northeast, likely from the third floor of the parking structure.



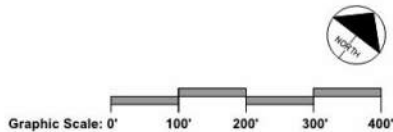
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Parking Garage Concept
Site Option 1
Proposed Parking Garage Concept
Duluth, Minnesota



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Parking Garage Concept
Option 1 Access
Proposed Parking Garage Concept
Duluth, Minnesota

6.1 - PARKING & TRANSPORTATION

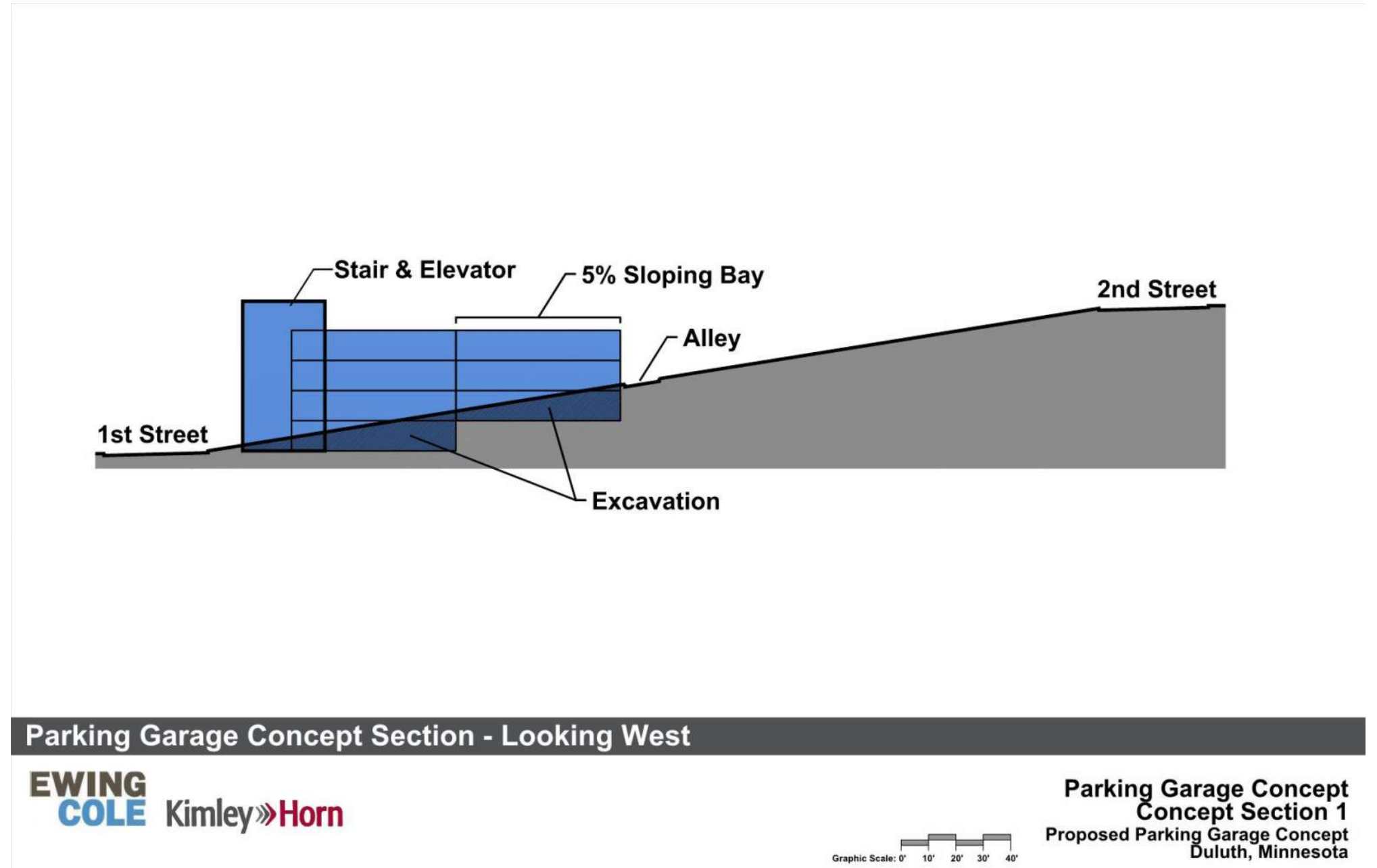
Site Option 1

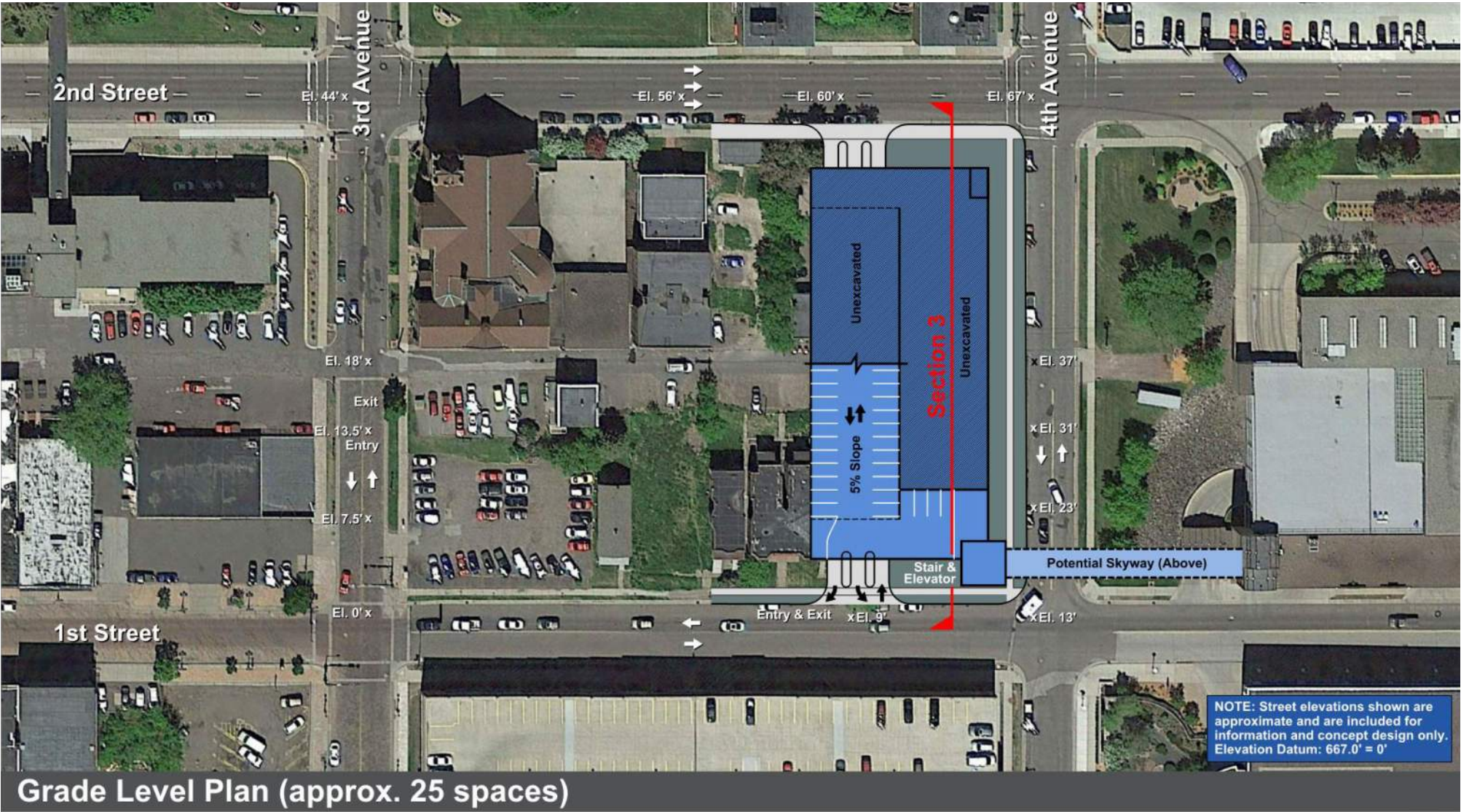
Area Traffic Circulation

The entry/exit locations for this option are on North 3rd Avenue and East 1st Street. These two points of ingress/egress offer redundancy to optimize site circulation in peak traffic situations. Circulation to and from the primary hospital site would occur via East 1st Street, North 4th Avenue, East 2nd Street, North 5th Avenue, and East 3rd Street. Circulation to and from the planned emergency department would occur via East 1st Street, and circulation to and from the planned ambulatory facility on Superior Street would occur via East 1st Street and Superior Street.

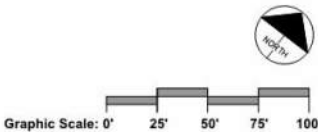
Cross-Section

This site is relatively flat in the east-west direction. Limited excavation is required to accommodate this option, especially compared with other site options.





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Parking Garage Concept
Site Option 2
Proposed Parking Garage Concept
Duluth, Minnesota

6.1 - PARKING & TRANSPORTATION

Site Option 2

Summary

Site option 2 is a structured parking garage located on North 4th Avenue between East 2nd Street and East 1st Street. This site is consistent with character of the area, and offers a potential synergy with the adjacent City Ramp on East 1st Street (e.g. the opportunity for shared parking/the ability to support spillover parking demand, connections to the Sheraton Hotel, consistent/easier wayfinding, etc.).

Parking Layout

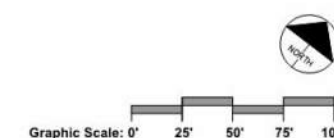
The concept represents a two-bay, single-thread parking layout. Bays run north to south with a flat bay on the east and a 5% sloped bay on the west (sloping with the site). Parking bays are 60'-0" wide allowing for 90-degree parking and two-way traffic with efficient and navigable internal circulation. The site length does not permit end-bay parking which may require parking equipment to be located outside of the garage and covered via canopy. This garage configuration may not meet the open-air requirement thus will have to be mechanically ventilated. More analysis will need to be performed to determine the need and scope of ventilation.

The grade level layout yields approximately 25 parking spaces, the top-level layout yields approximately 27 spaces, while the typical floor plan layout yields approximately 100 spaces per level. Approximate parking space yields per level are depicted on the concept graphics. From a parking circulation perspective, 6 floors is the recommended maximum height on this site.

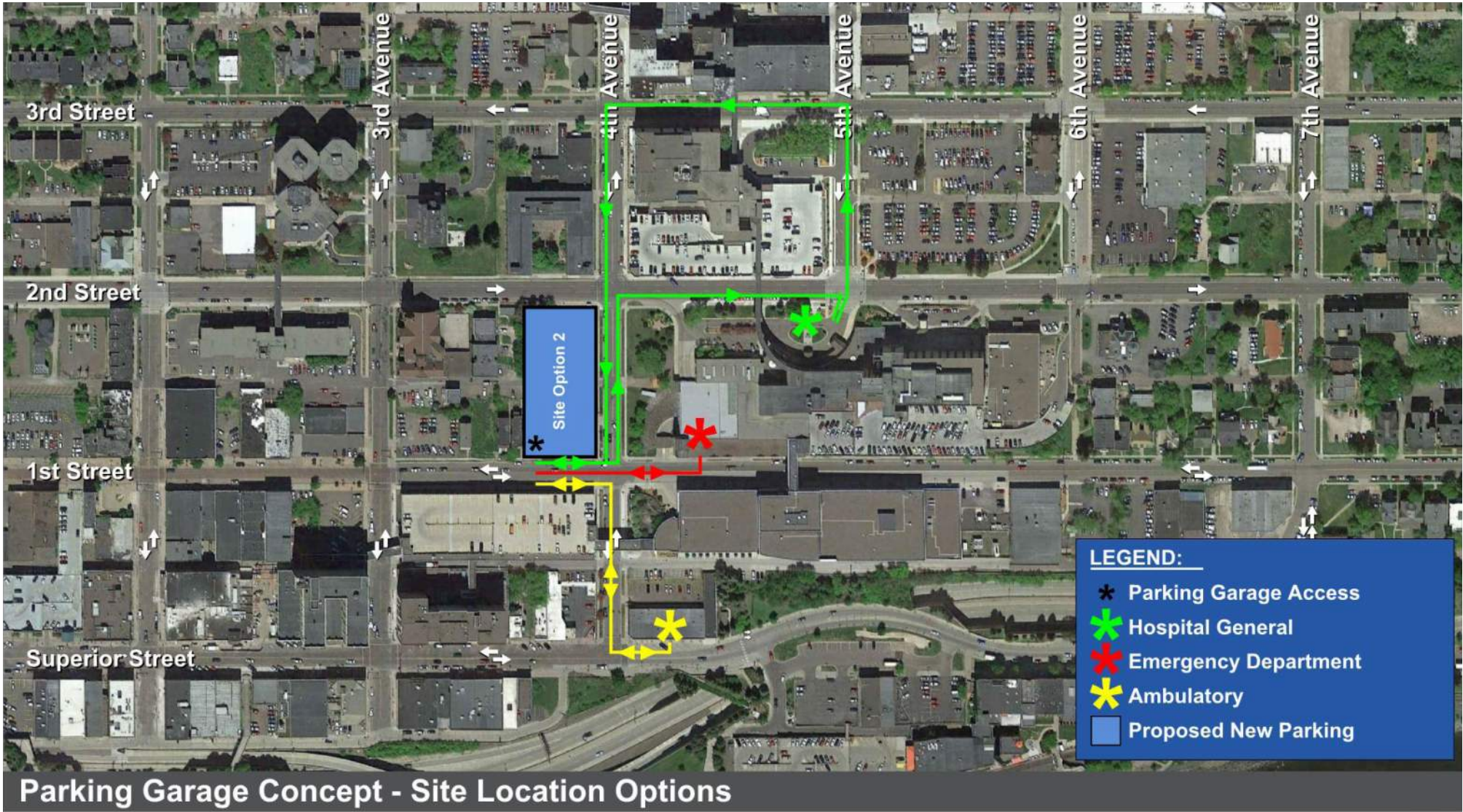
The site allows for a skyway connection into the hospital to the northeast, likely from the third floor of the structure.



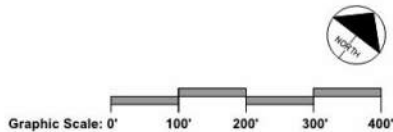
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**Parking Garage Concept
Site Option 2**
Proposed Parking Garage Concept
Duluth, Minnesota



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**Parking Garage Concept
Option 2 Access**
Proposed Parking Garage Concept
Duluth, Minnesota

6.1 - PARKING & TRANSPORTATION

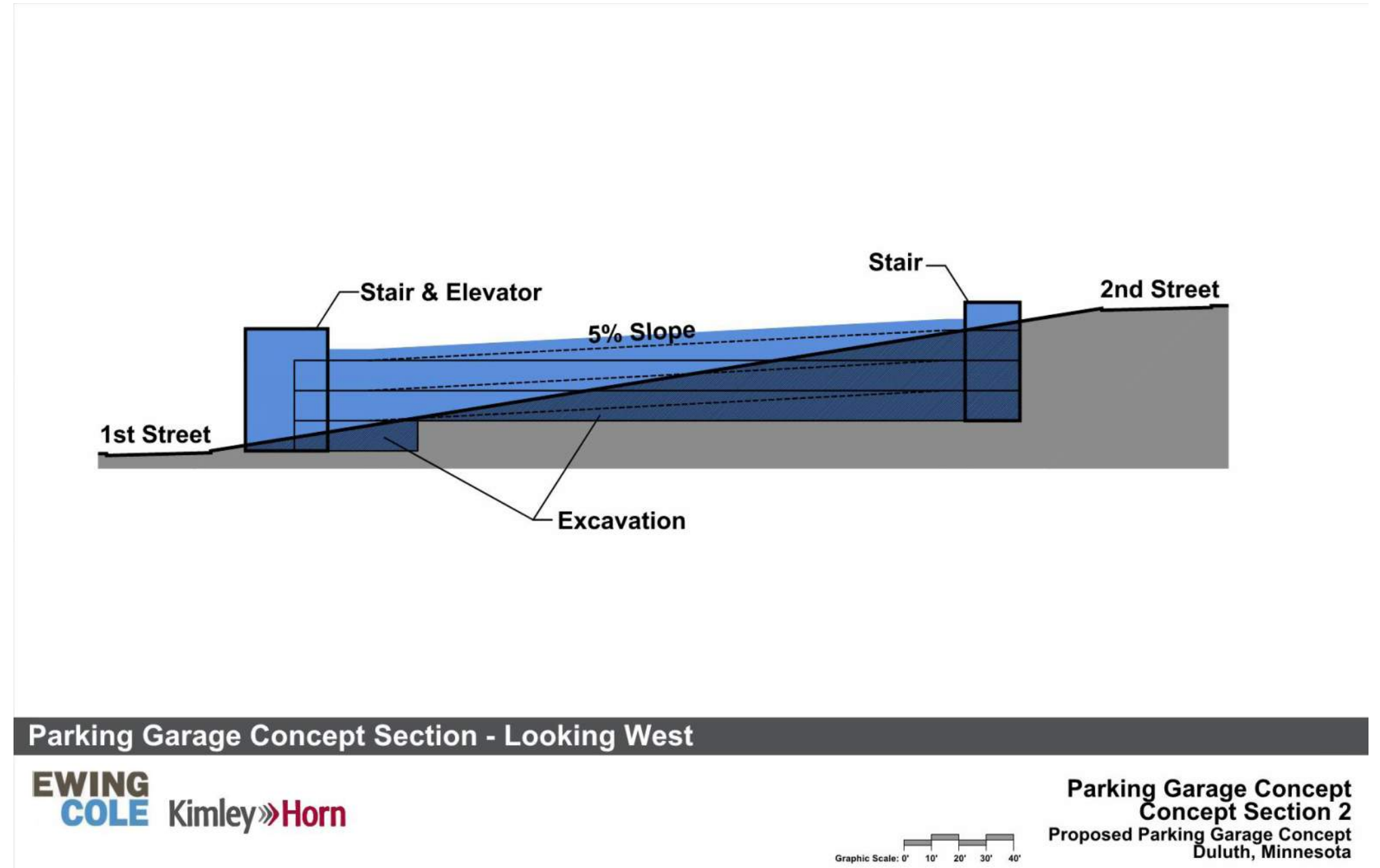
Site Option 2

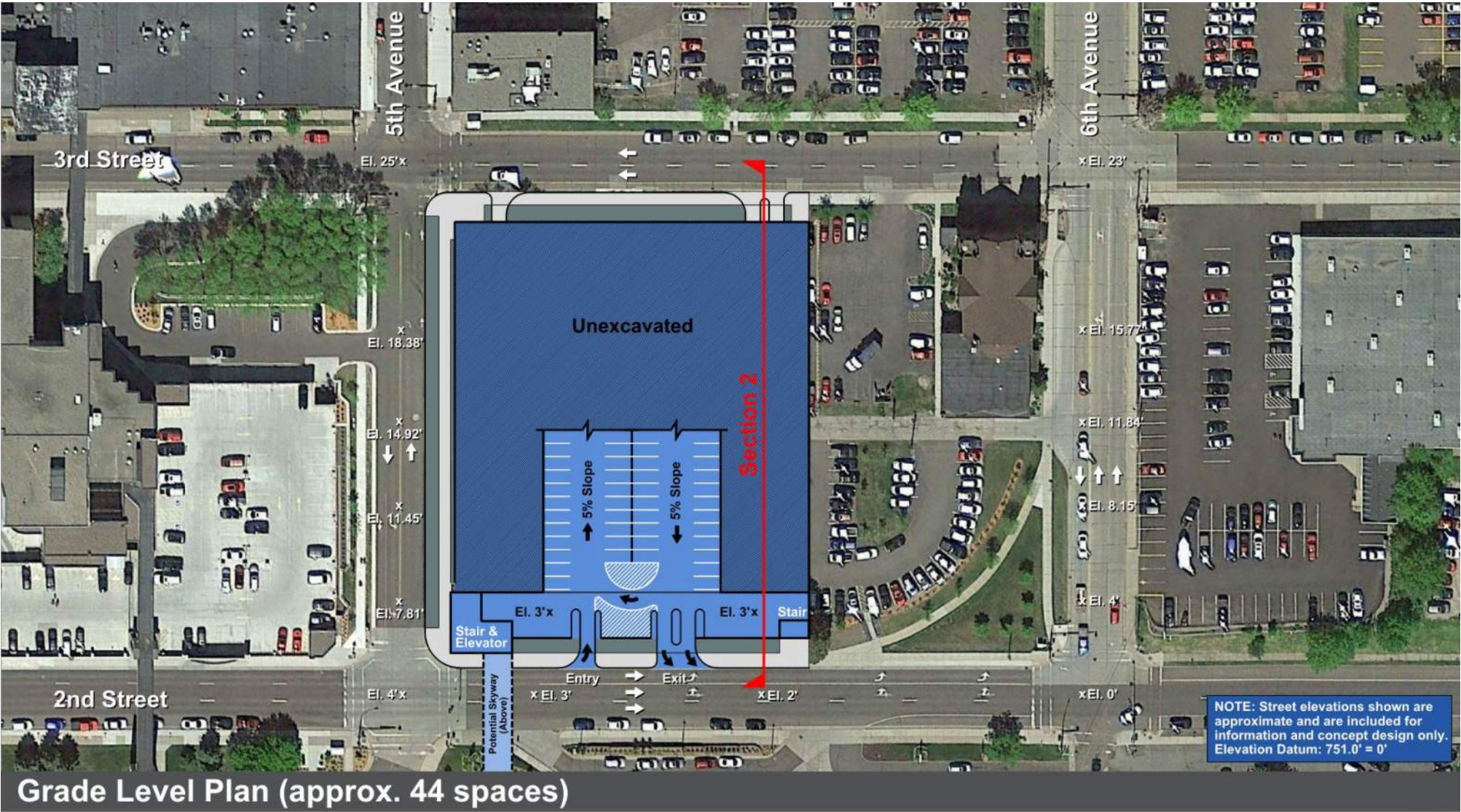
Area Traffic Circulation

The entry/exit locations for this option are on East 1st Street and East 2nd Street. These two points of ingress/egress offer redundancy to optimize site circulation in peak traffic situations. Circulation to and from the primary hospital site would occur via East 1st Street, North 4th Avenue, East 2nd Street, North 5th Avenue, and East 3rd Street. Circulation to and from the planned emergency department would occur via East 1st Street, and circulation to and from the planned ambulatory facility on Superior Street would occur via East 1st Street and Superior Street.

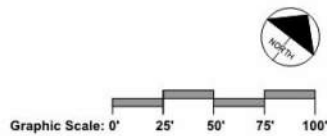
Cross-Section

Due to the dramatic slope in the north-south direction, this site will require more excavation than other sites. Figure X depicts the cross-section of the parking concept, based on existing site topography.





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Parking Garage Concept
Site Option 3
Proposed Parking Garage Concept
Duluth, Minnesota

6.1 - PARKING & TRANSPORTATION

Site Option 3

Summary

Site option 3 is a structured parking garage located on East 2nd Street east of North 5th Avenue. This site is centrally located, and offers convenient access to and from nearby buildings and drop-off areas. This site offers the potential for adding the greatest number of parking spaces among all of the site options.

Parking Layout

The concept depicts a 4-bay layout, essentially two side-by-side single-threads. Two sloping bays are located in the center.

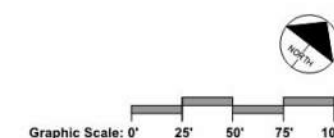
Parking bays are 60'-0" wide allowing for 90-degree parking and two-way traffic. The two bays on the east could function as a single-thread up, while the two bays on the west could function as single-thread down. The site length does not permit end-bay parking which may require parking equipment to be located outside of the garage and covered via canopy.

The grade level layout yields approximately 44 parking spaces, while the typical floor plan layout yields approximately 195 spaces per level. Approximate parking space yields per level are depicted on the concept graphics. From a parking circulation perspective, 6 floors is the recommended maximum height on this site.

The site facilitates a pedestrian skyway connection into the hospital to the southwest, likely from the third floor of the parking structure.



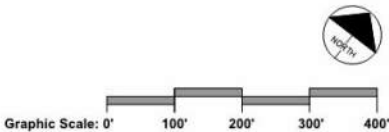
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**Parking Garage Concept
Site Option 3**
Proposed Parking Garage Concept
Duluth, Minnesota



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**Parking Garage Concept
Option 3 Access**
Proposed Parking Garage Concept
Duluth, Minnesota

6.1 - PARKING & TRANSPORTATION

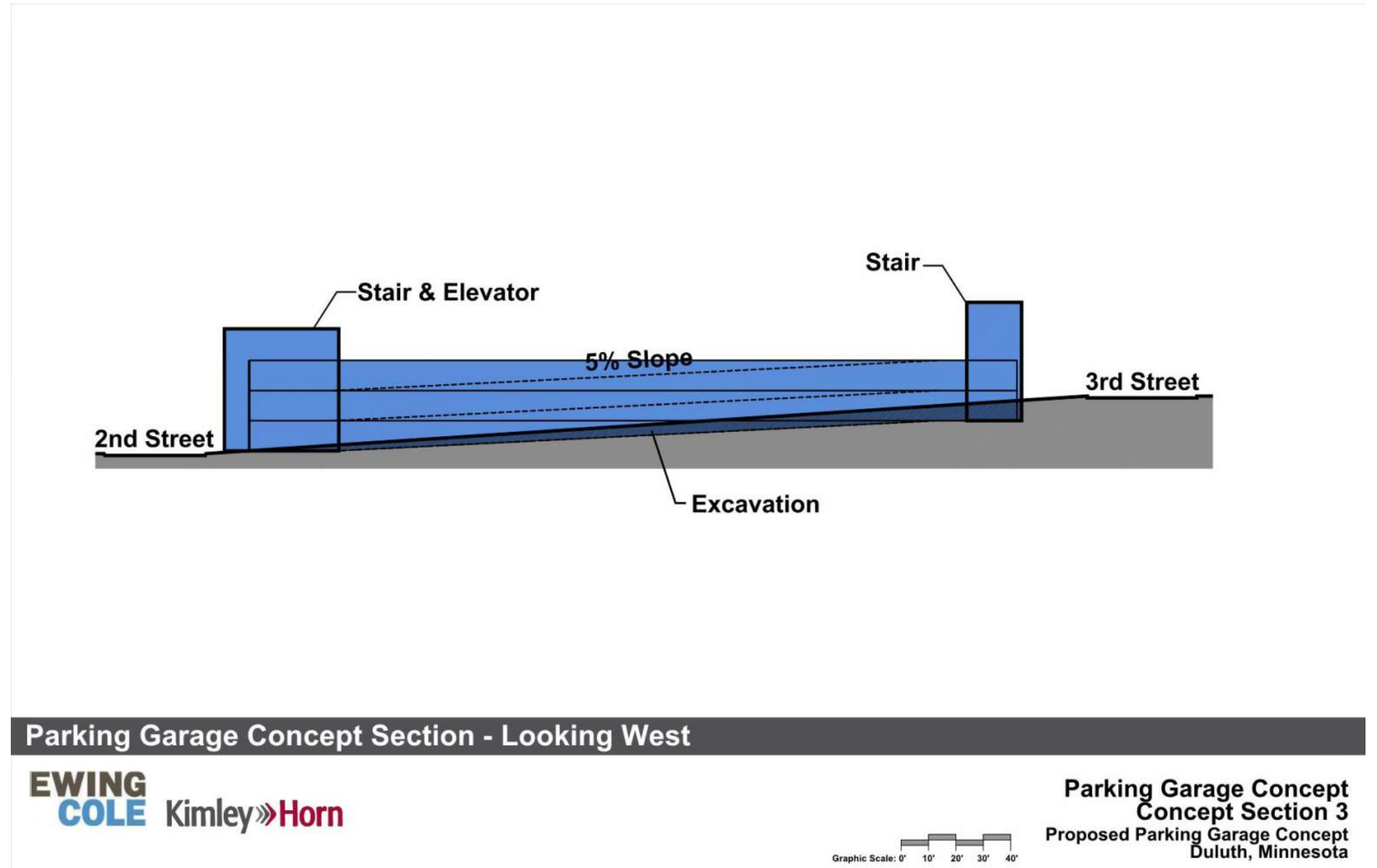
Site Option 3

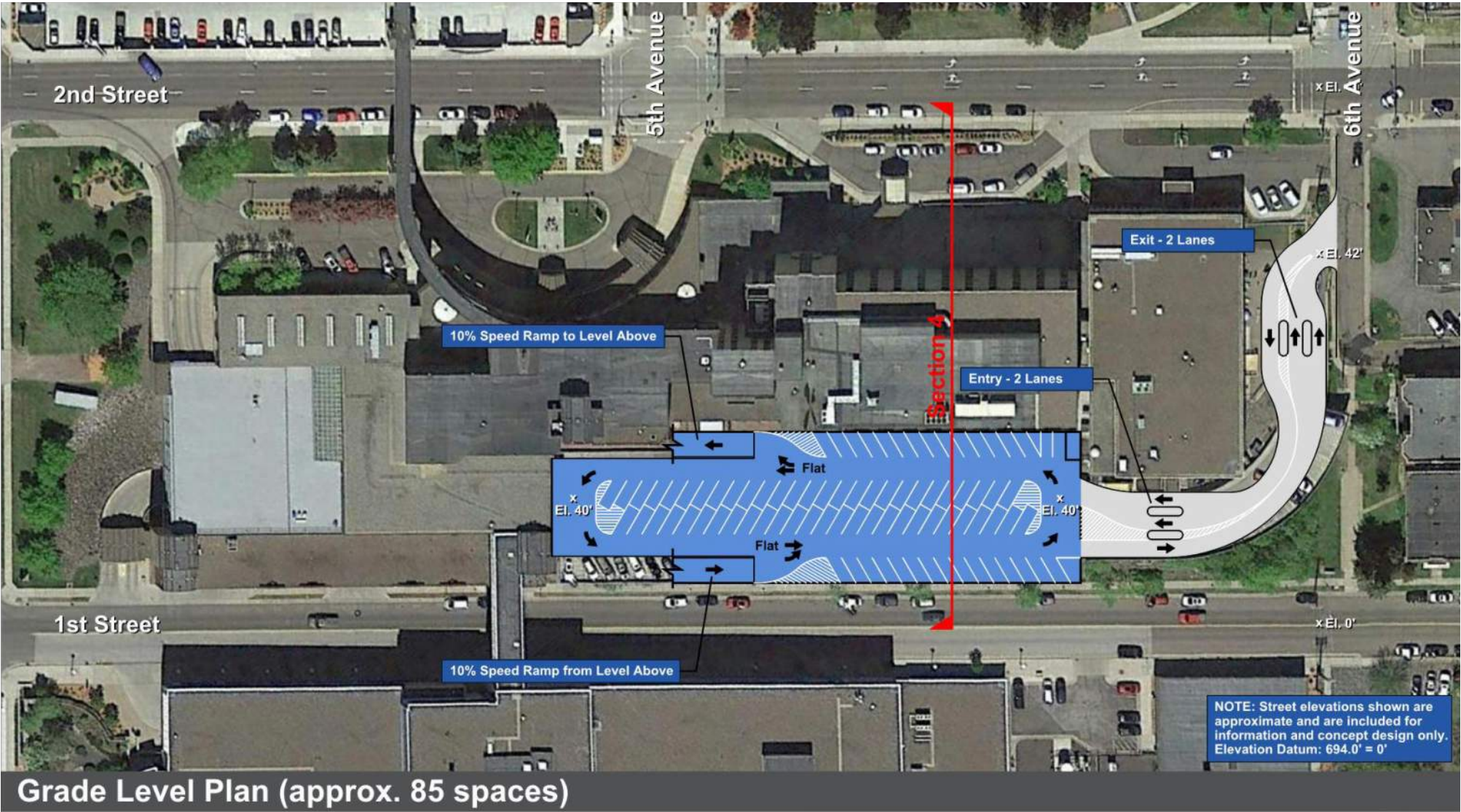
Area Traffic Circulation

The entry/exit locations for this option are located on East 2nd Street and East 3rd Street. Due to the slope of the site, the 3rd Street entry/exit depicted would occur on the 3rd level of the garage, requiring the garage to be a minimum three levels high. These two points of ingress/egress offer redundancy to optimize site circulation in peak traffic situations. Circulation to and from the primary hospital site would occur via North East 2nd Street, North 6th Avenue, East 3rd Street, and North 5th Avenue. Circulation to and from the planned emergency department would occur via East 2nd Street, North 6th Avenue, East 3rd Street, North 4th Avenue, and East 1st Street. Circulation to and from the planned ambulatory facility on Superior Street would occur via East 2nd Street, North 6th Avenue, East 3rd Street, North 4th Avenue, East 1st Street, and Superior Street.

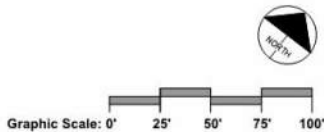
Cross-Section

Site topography will increase construction costs. Excavation would be required to ensure efficient layout. This will increase costs per space and yield constructions costs per space likely higher than Site Option 1.





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Parking Garage Concept
Site Option 4
Proposed Parking Garage Concept
Duluth, Minnesota

6.1 - PARKING & TRANSPORTATION

Site Option 4

Summary

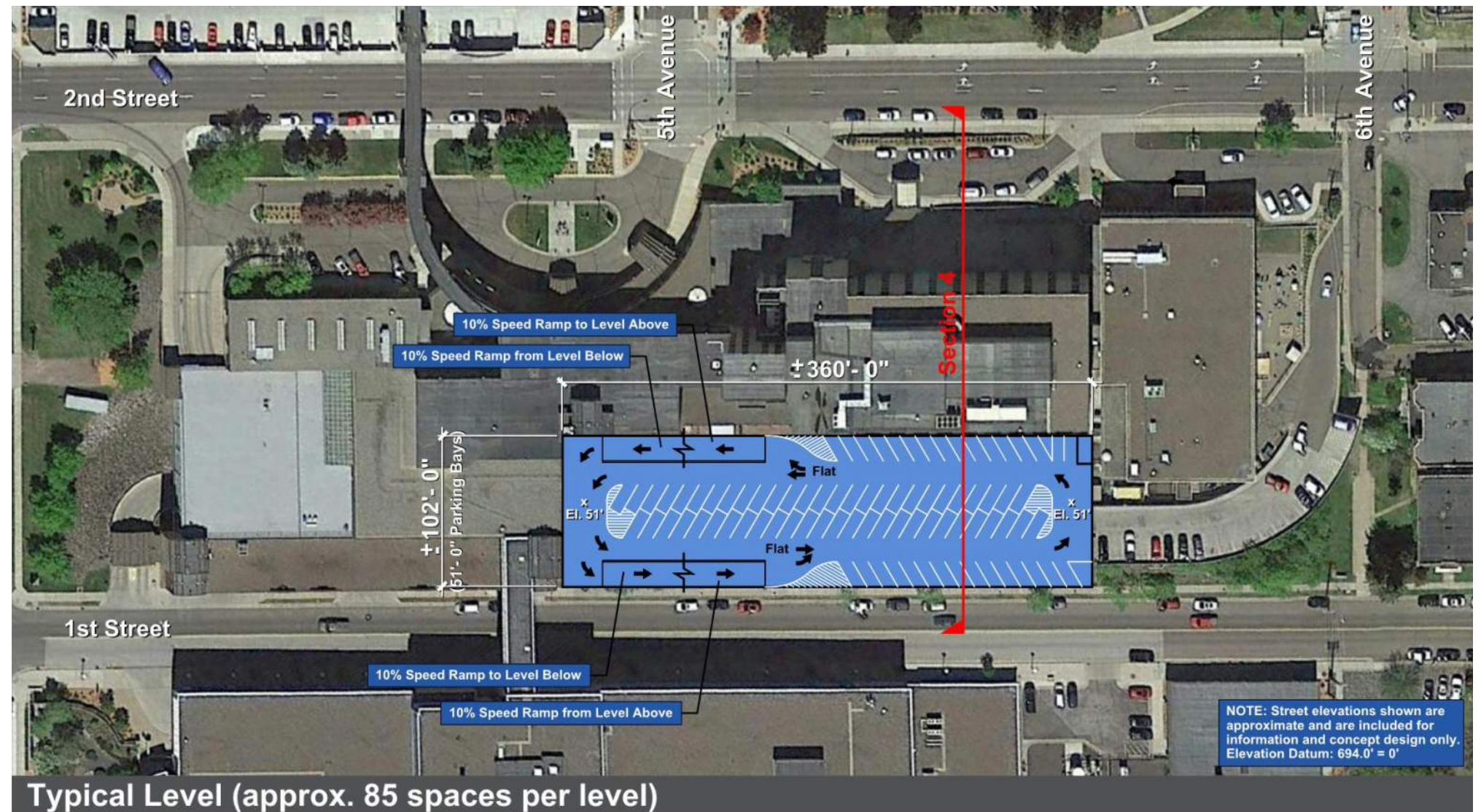
Site option 4 is a structured parking garage located on top of existing structured parking located along East 1st Street. This site is centrally located on campus, offers a direct and immediate connection to medical facilities, and fits within the within the existing and planned central campus building footprint. Due to the proximity to the existing medical building and the location above existing parking, feasibility of construction on this site warrants further study.

Parking Layout

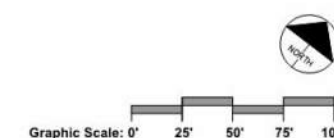
The concept represents a two-bay, single-thread parking layout. Parking bays run east to west with flat bays using 10% sloped speed ramps for vertical circulation. Parking bays are 51'-0" wide with 60-degree angled parking and one-way traffic. Since the bays are relatively narrow, parking stalls are recommended to be a minimum of 9'-0" wide.

The site length does not permit end-bay parking which may require parking equipment to be located outside of the structure and be covered via canopy. The grade level layout yields approximately 85 parking spaces, while the typical floor plan layout yields approximately 85 spaces per level. Approximate parking space yields per level are depicted on the concept graphics. From a parking circulation perspective, three floors is the likely recommended maximum height on this site.

The site facilitates a pedestrian skyway connection into the hospital to the northeast, likely from the third floor of the parking structure.



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Parking Garage Concept
Site Option 4
Proposed Parking Garage Concept
Duluth, Minnesota



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6.1 - PARKING & TRANSPORTATION

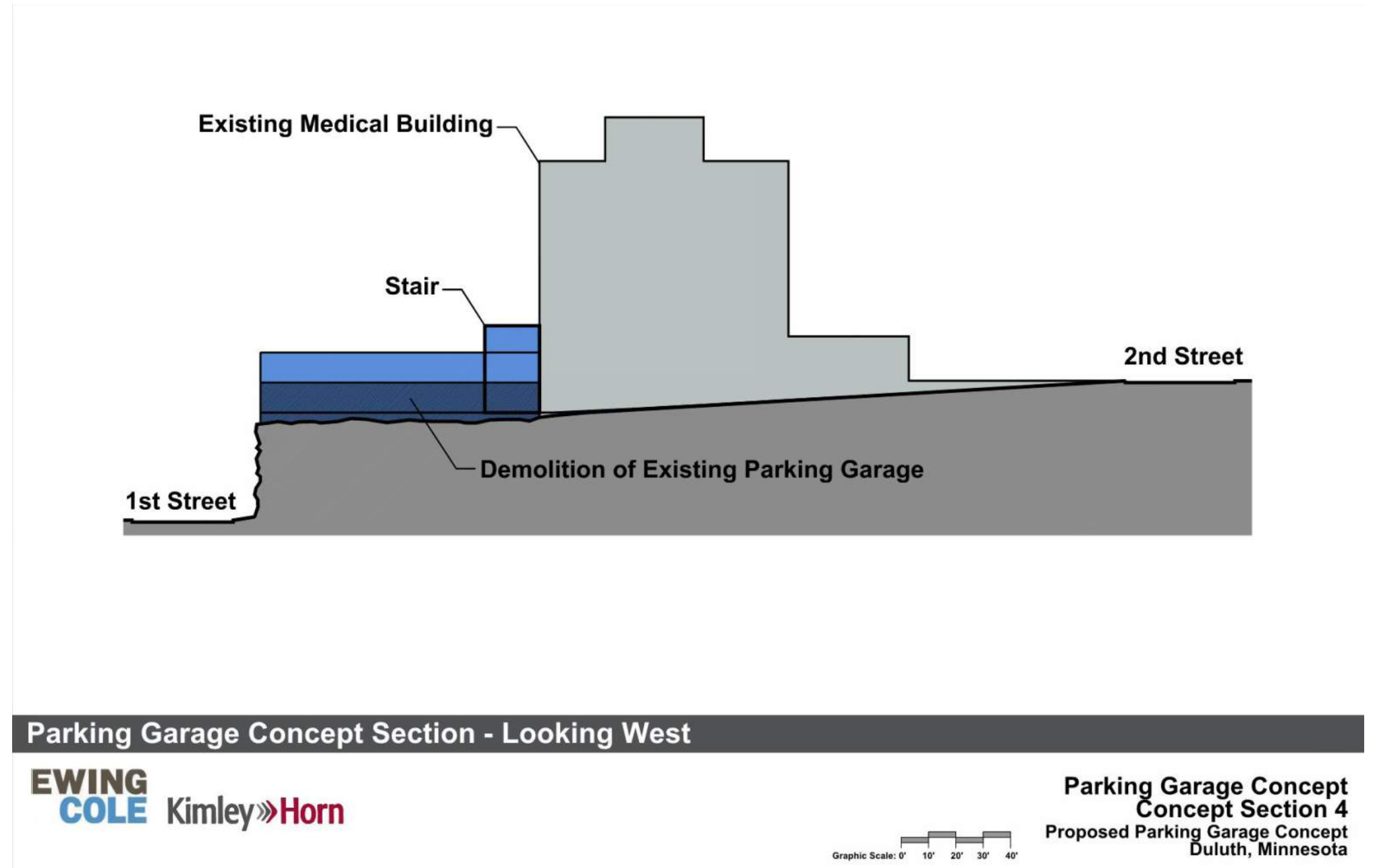
Site Option 4

Area Traffic Circulation

The entry/Exit locations are on North 3rd Avenue and East 2nd Street. This single point of ingress/egress may cause circulation issues during peak demand. Circulation to and from the primary hospital site would occur via East 2nd Street, North 6th Avenue, East 3rd Street, and North 5th Avenue. Circulation to and from the planned emergency department would occur via North 6th Avenue, East 3rd Street, North 4th Avenue, East 1st Street, and East 2nd Street. Circulation to and from the planned ambulatory facility would occur via North 6th Avenue, East 3rd Street, North 4th Avenue, East 1st Street, East 2nd Street and Superior Street.

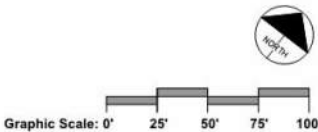
Cross-Section

Demolition of the all or part of the existing parking structure may be required to accommodate site option 4.





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Parking Garage Concept
Site Option 5
Proposed Parking Garage Concept
Duluth, Minnesota

6.1 - PARKING & TRANSPORTATION

Site Option 5

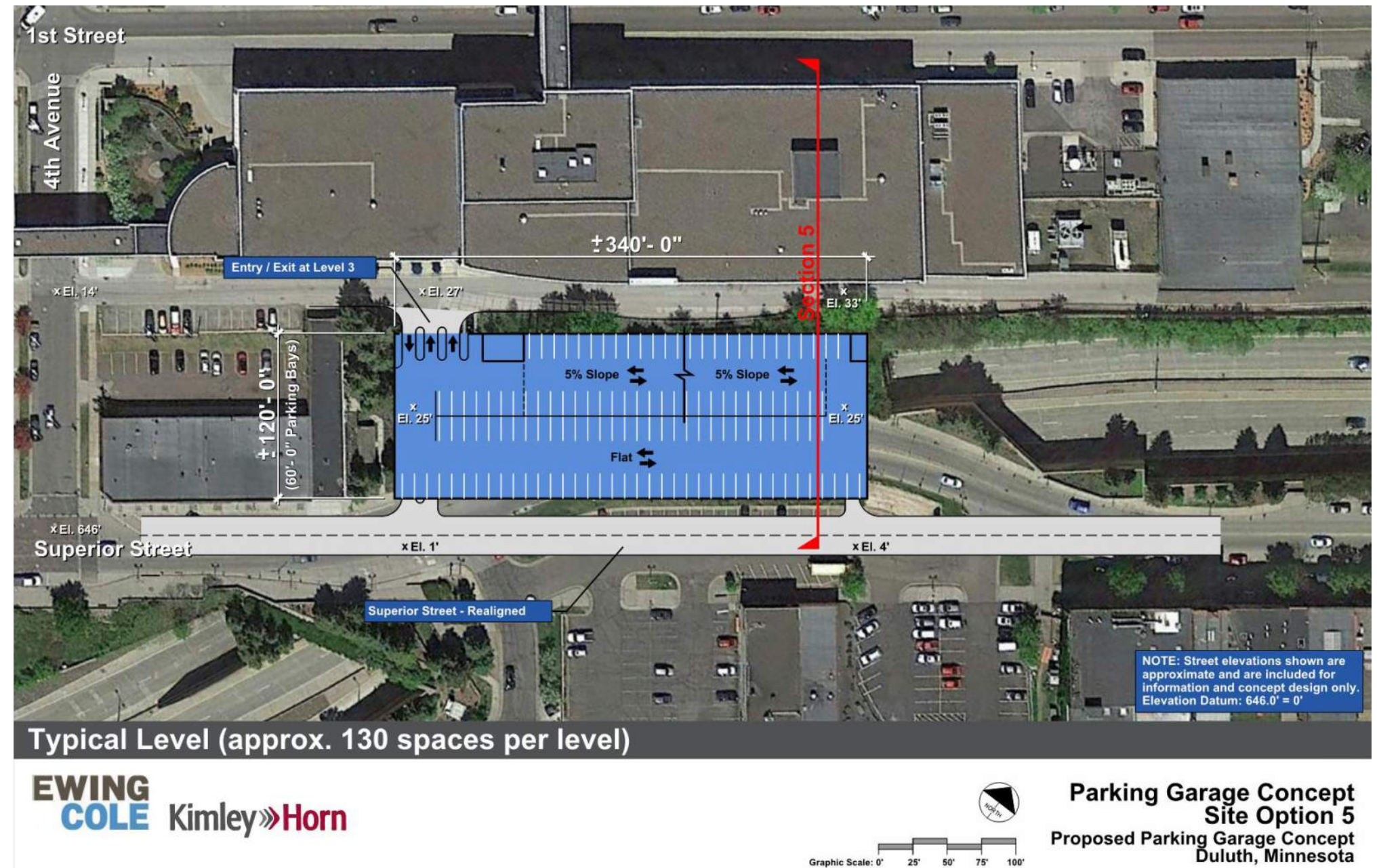
Summary

Site option 5 is a structured parking garage located along Superior Street and over I-35. This option brings parking toward Lake Superior, offers a shared parking opportunity with the commercial lakefront corridor along Superior Street. This option brings the center of gravity of the Essentia campus down toward the lake, providing opportunities for staff, patients, and visitors to interface with commercial and recreational amenities near the lakefront. Due to the location above I-35, feasibility of construction on this site warrants further study.

Parking Layout

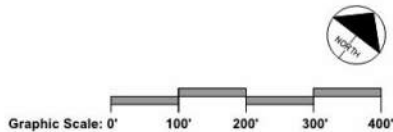
The concept represents a two-bay, single-thread parking layout. Parking bays run east to west with a flat bay on the south and a 5% sloped bay on the north. Parking bays are 60'-0" wide allowing for 90-degree parking and two-way traffic with efficient and navigable internal circulation. The site length does not permit end-bay parking.

The grade level layout yields approximately 98 parking spaces, while the typical floor plan layout yields approximately 130 spaces per level. Approximate parking space yields per level are depicted on the concept graphics (note that the top floor would yield a similar space count to the Grade Level depicted). The number of floors possible may be limited due to construction over I-35. Further study is necessary. The site facilitates pedestrian connectivity to the central part of campus on the north.





EWING
COLE Kimley»Horn



**Parking Garage Concept
Option 5 Access**
Proposed Parking Garage Concept
Duluth, Minnesota

6.1 - PARKING & TRANSPORTATION

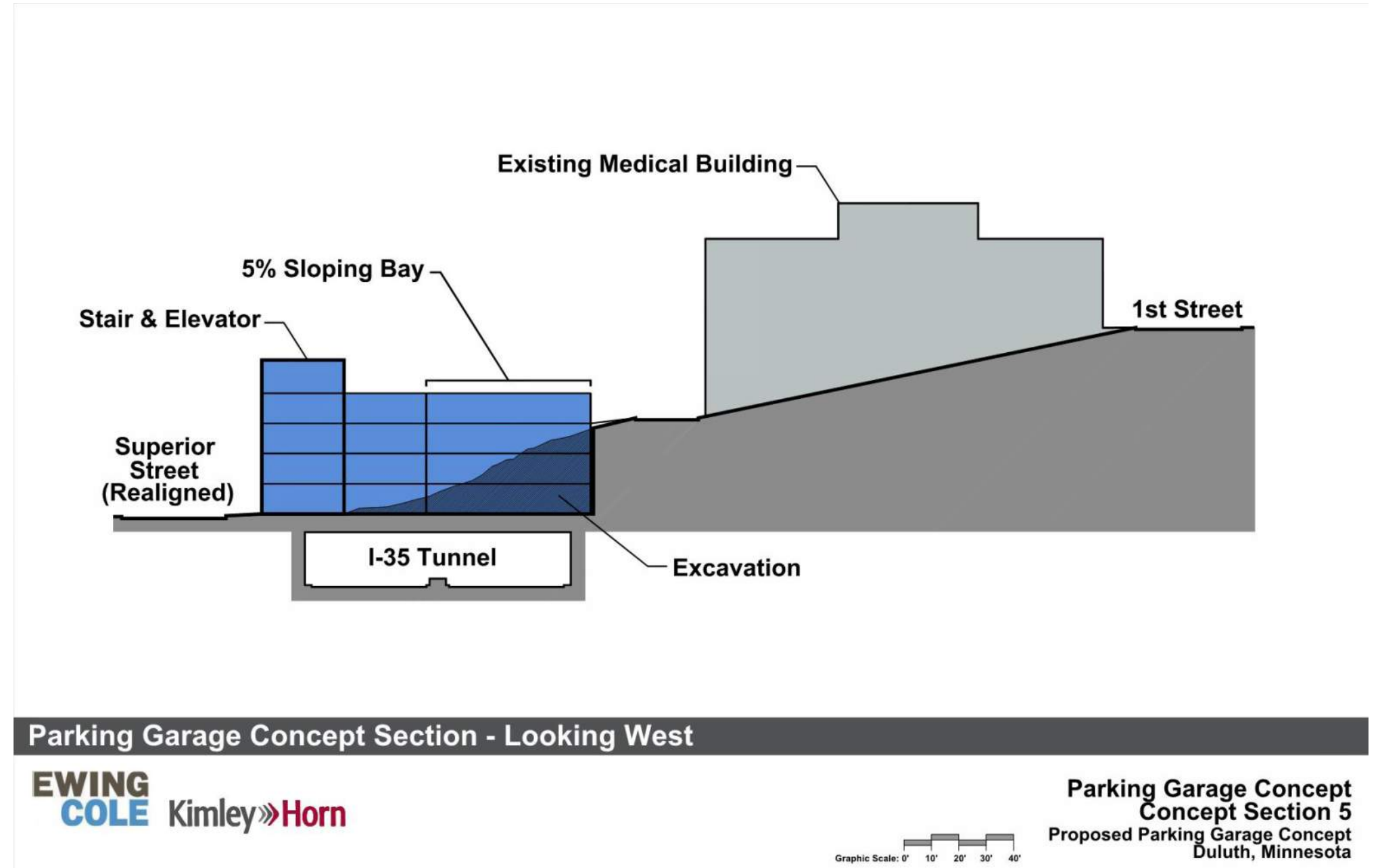
Site Option 5

Area Traffic Circulation

The entry/exit locations are located on Superior Street, which would be straightened under this scenario. This single point of ingress/egress may cause circulation issues during peak demand. Circulation to and from the primary hospital site would occur via Superior Street, East 2nd Street, North 5th Avenue, East 3rd Street, and North 4th Avenue. Circulation to and from the planned emergency department would occur via Superior Street, North 4th Avenue, and East 1st Street. Circulation to and from the planned ambulatory facility would occur via Superior Street.

Cross-Section

This site is considerably sloped in the east-west direction. Excavation required to accommodate this option, especially compared with other site options.



EVALUATION CRITERIA

Site	Cost	Construction Feasibility	Proximity	Flexibility in Functional Operation	Potential Capacity	Ease of Circulation from Drop-Off	Land Assembly	Total Points
Site Option 1	3	3	2	3	2	2	1	16
Site Option 2	1	2	2	3	2	2	3	15
Site Option 3	2	3	3	3	3	3	3	20
Site Option 4	1	1	3	1	1	1	3	11
Site Option 5	1	1	2	1	2	3	1	11

NOTES

1 is considered the lowest and worst score; 3 is the highest and best score.
Parking concepts are ranked relative to one another

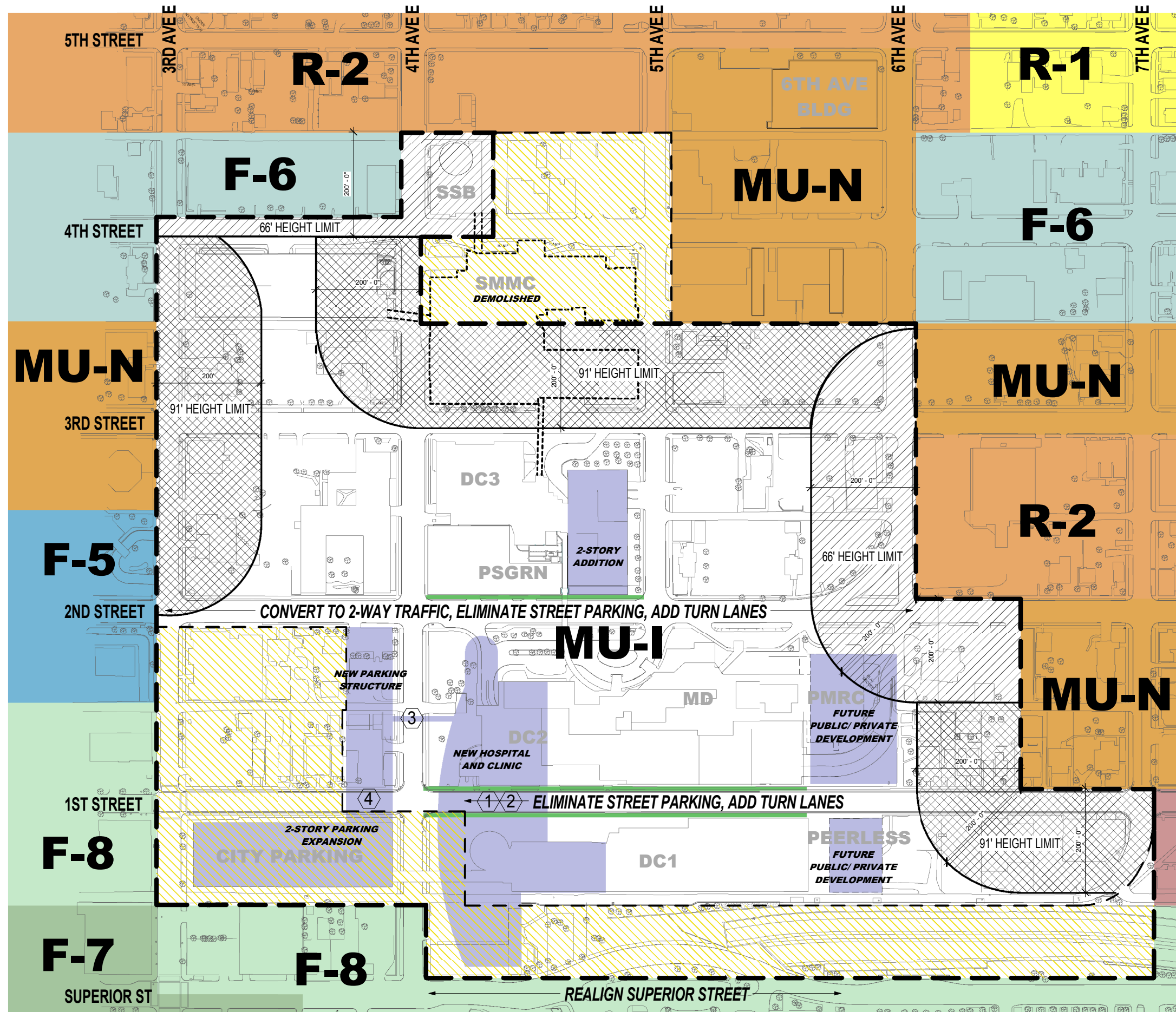
KEY




Cost		Construction Feasibility		Proximity		Flexibility in Functional Operation		Potential Capacity		Ease of Circulation from Drop-Off		Land Assembly	
3	Low Cost	3	Feasible	3	Proximate	3	Flexible	3	High Capacity	3	Easy	3	Easy Land Assembly
2	Moderate Cost	2	Moderately Feasible	2	Moderately Proximate	2	Moderately Flexible	2	Moderate Capacity	2	Moderately Easy	2	Moderately Easy Land Assembly
1	High Cost	1	Not Very Feasible	1	Not Very Proximate	1	Not Very Flexible	1	Low Capacity	1	Not Easy	1	Difficult Land Assembly





Parking Concepts Evaluation Matrix

Parking Concepts Evaluation Matrix




November 21, 2017





-  PROPOSED NEW BUILDING/ ADDITION
-  ENHANCED STREETScape
-  PENDING ZONING CHANGES

- PENDING CONCURRENT USE PERMITS
-  1 NEW STRUCTURE OVER 1ST STREET
 -  2 NEW COLUMNS WITHIN CITY RIGHT OF WAY
 -  3 NEW SKYWALK OVER 4TH AVENUE EAST
 -  4 PARKING CONNECTION OVER 1ST STREET

ZONING KEY :

- MIXED-USE DISTRICTS
-  MU-I MIXED-USE INSTITUTIONAL
 -  MU-N MIXED-USE NEIGHBORHOOD
 -  MU-C MIXED-USE COMMERCIAL

- FORM DISTRICTS
-  F-5 MID-RISE COMMUNITY SHOPPING & OFFICE
 -  F-6 MID-RISE NEIGHBORHOOD SHOPPING
 -  F-7 DOWNTOWN SHOPPING
 -  F-8 DOWNTOWN MIX

- RESIDENTIAL DISTRICTS
-  R-1 RESIDENTIAL - TRADITIONAL
 -  R-2 RESIDENTIAL - URBAN

ESSENTIA HEALTH EAST - DOWNTOWN CAMPUS ZONING



**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN**

Click or tap here to enter text.

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 Click or tap here to enter text. located at Click or tap here to enter text., hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for Click or tap here to enter text., (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 which 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 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 Click or tap here to enter text. (“Click or tap here to enter text.”). 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 Click or tap here to enter text. and Click or tap here to enter text./100th dollars (\$Click or tap here to enter text.) inclusive of all travel and other expenses associated with the Project, payable from Fund Click or tap here to enter text.. All invoices for services rendered shall be submitted monthly to the attention of the Click or tap here to enter text.. Payment of expenses is subject to 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 [Click or tap here to enter text.](#) (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 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 [Click or tap here to enter text.](#), 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 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 Consultant'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 Click or tap here to enter text.
Duluth MN 55802
Attn: Click or tap here to enter text.

Consultant:

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Attn: Click or tap here to enter text.

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 as of the date of attestation shown below.

CITY OF DULUTH

Click or tap here to enter text.

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

**APPENDIX B - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 18-14AA**

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