



Purchasing Division, Finance Department

218-730-5340 | purchasing@duluthmn.gov

Room 120 | 411 West First Street | Duluth, Minnesota 55802

www.duluthmn.gov

City of Duluth Request for Proposals

2027 STREET PRESERVATION PROJECT- GARY, PIEDMONT, AND DULUTH HEIGHTS

Project No.: 2093

Design Phase

RFP Number 26-99601

Issued: July 22, 2026

Proposals due: August 5, 2026 at 3:00 PM CT

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. Introduction and project Summary. The City is seeking proposals from consultants to provide design services through bidding for the 2027 Street Preservation Project- Gary, Piedmont, and Duluth Heights, Project Number 2093. If construction services are required, the additional work will be contracted by amendment. Additional details are 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 3, 2026 by 4:00 PM CT
Answers to questions will be posted to the City website no later than this date.	August 4, 2026 by 4:00 PM CT
Proposals must be received in the Purchasing Office by 3:00 PM on this date.	August 5, 2026 by 3:00 PM CT

I-3. 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-4. 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/>. It is the Bidder's responsibility to periodically check the website for any new information. Any addenda issued must be acknowledged on the Proposal Sheet attached as Appendix A.

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 Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-6. 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-7. Agreement. The awarded proposer will be required to sign the agreement attached as Appendix C. Questions about the agreement should be submitted to purchasing@duluthmn.gov by the question deadline in the calendar of events.

I-8. Award. The agreement award amount will be based on the time and materials submitted in the proposal, but will be a lump-sum, not-to-exceed agreement.

I-9. Term of Contract. The term of the contract will begin once the contract is fully executed and is anticipated to end by May 31, 2027. 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. Bidders whose proposals are not selected will be notified in writing.

PART II – PROPOSAL REQUIREMENTS

II-1. Proposal Submission. To be considered, hard copies of proposals must be submitted to the Purchasing department at 411 W 1st Street, Room 120, Duluth MN 55802, on or before the time and date specified on the Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

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

Please submit 1 (one) unbound paper copy of the Technical Submittal and 1 (one) unbound paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope.

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.

II-2. Proposal Content.

The proposal shall be submitted in the following format broken into the 5 sections identified below. The proposal shall be limited to 10 pages plus a cover letter (The page limit includes all resumes. Proposals that exceed this limit will not be reviewed. Dividers and covers are not included in the page limitation). The proposal format shall be as follows:

1) Goals and Objectives

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

2) Knowledge, Experience, and Personnel

- An outline of the responder's background and experience with similar projects. Project descriptions shall include a list of key staff and their role. Include a description of the firm's knowledge of City of Duluth street and utility standards. Within the experience, the consultant should demonstrate and provide proof of competency in the following areas:
 - i) Road Design and Construction, including knowledge of reclamation and milling projects
 - ii) Planning for effective Public Participation
 - iii) Cost estimating and cost control
 - iv) Project management experience and dealing effectively with residents
 - v) Erosion/Stormwater management for design of SWPPP for the project
- Identify personnel to conduct the project and detail their training, certifications and licenses, and work experience. Identify how personnel proposed for this project were involved with the projects listed as experience. Identify a professional engineer registered in the State of Minnesota who will oversee the overall project. No change in personnel assigned to the project will be permitted without approval of the City.

3) Work Plan

- Include a detailed work plan identifying the work tasks to be accomplished and the budget hours to be expended on each task and subtask for roadway design. The work plan shall be in spreadsheet format and shall list each task and the number of hours for each staff person on that task. The work plan shall also identify the deliverables at key milestones in the project as well as any other services to be provided by the City. Do NOT include any costs in the work plan.

4) Work Schedule

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

5) References

- A listing of names, addresses, and telephone numbers of at least three (3) references for whom the respondent has performed similar street and utility construction services.

COST PROPOSAL CONTENTS

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

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

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

PART III – CRITERIA FOR SELECTION

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

Goals and Objectives	10%
Knowledge, Experience, and Personnel	20%
Work Plan	20%
Work Schedule	20%
Project Cost or Fees	30%

Proposals will be evaluated on a best value basis with 70% qualifications and 30% cost consideration. The review committee will not open the cost proposal until after the qualification points have been awarded.

LIMITATIONS

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

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

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

The selected consultant must sign the City of Duluth standard Professional Engineering Services Agreement. Any questions concerning this agreement should be asked PRIOR to proposal submittal. These questions should be directed to the Purchasing Office and purchasing@duluthmn.gov.

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

PART IV – PROJECT DETAIL

Overview of neighborhood, route and termini, mileage, and preliminary construction type:

Neighborhood	Route and Termini	Approx. Mileage	Preliminary Construction Type
Gary	98th Avenue West, from House Street to Crestline Court	0.49 miles	Reclaim
Gary	96th Avenue West, from House Street to Crestline Court	0.54 miles	Reclaim
Gary	Crestline Court, from Commonwealth Avenue to 96th Avenue West	0.23 miles	Reclaim
Gary	West McGonagle Street, from 105th Avenue West to 96th Avenue West	0.50 miles	Reclaim
Gary	West House Street, from 105th Avenue West to 95th Avenue West	0.50 miles	Reclaim

Fairmount	Fremont Street, from Grand Avenue to 71st Avenue West	0.05 miles	Reconstruct
Piedmont	Springvale Road, from High Park Road to Ensign Street	0.98 miles	Reclaim
Piedmont	Springvale Court, from Springvale Road to dead end	0.21 miles	Reclaim
Piedmont	High Park Road, from Piedmont Avenue to dead end	0.06 miles	Reclaim
Duluth Heights	Redbud Street, from Ponderosa Avenue to dead end westerly	0.21 miles	Reclaim
Duluth Heights	Timberline Lane, from Ponderosa Avenue to dead end	0.17 miles	Reclaim
Duluth Heights	Ponderosa Avenue, from dead end south to Ponderosa Circle	0.24 miles	Reclaim
Duluth Heights	Ponderosa Circle	0.38 miles	Reclaim
Duluth Heights	West Marble Street (1), from Ponderosa Avenue to Swan Lake Road	0.06 miles	Reclaim
Duluth Heights	West Marble Street (2), from Swan Lake Road to dead end easterly	0.20 miles	Reclaim
Duluth Heights	Cedar Gate Circle, from Swan Lake Road to cul-de-sac	0.12 miles	Reclaim

Street construction work may include but is not limited to; material removal, reclamation, milling, bituminous paving, storm water drainage improvements, ditching, partial curb and gutter replacement,

replacement or improvement of pedestrian ramps, partial sidewalk replacement, turf establishment in all disturbed areas, and pavement markings if present at this time.

The project will be funded through City of Duluth Sales Tax Funding, levy funds, and storm water funds (all local funds).

The City of Duluth will provide the following:

- All available street and utility drawings from previous projects.
- Typical sections where available.
- Borings performed by City.
- Televising records of pipes televised by City to be reviewed by consultant.
- Aerial photography and utility layers in ESRI shape files from the cities GIS system.
- Typical plan sheets from the 2025 or 2026 Street Preservation Project (Attached). To provide an example of plan layout and sheet format.
- Assistance in obtaining other related information in City files pertaining to the project if needed.
- List of known monuments on project to be preserved.
- List of known lead services, including which will be replaced by the City and those that will have restoration included in the drawings.

GENERAL PROJECT SCOPE

Consulting Engineering Services are expected to include all work necessary to provide final design including survey, plans and specifications, and bidding services.

All work shall be performed in accordance with the most recent version of the City Standard Construction Specifications and the Engineering Guidelines (available on the City of Duluth website), as well as current MNDOT specifications. Note that the City updated the Construction Specifications in 2026. The bid documents will need to incorporate this updated version.

SCOPE OF SERVICES

1) Initial Site Visit and Consultations

- a) The Consultant shall meet with City of Duluth staff to review project scope and complexity, design criteria, related requirements, view existing conditions, gather data from the City engineering files and previously prepared reports. Additional consultations shall, where necessary, clarify the technical requirements and objectives of the contract and may be in the form of letters, emails and/or telephone conversations. At a minimum, weekly Teams meetings are required.
- b) The Consultant shall provide documentation (meeting notes) of meetings and data provided.
- c) The Consultant shall ascertain the applicability of information provided, review data for completeness, and notify the City of any additional data required. It shall be the responsibility of the Consultant to determine, by site inspection procedures, the reliability of all the existing

topographic survey. If information is found to be missing, the City will determine if this information should be collected as additional work.

- d) **Consultant will need to prepare preliminary plan sheets to be used for site/street visits.** Consultant must record City comments on these preliminary sheets and provide copies to the City at end of initial street review.

2) Public Participation

- a) The Consultant should plan two neighborhood meetings to coordinate and communicate the project with residents. These are in addition to any meetings held prior to the award of the contract. Each meeting will be held virtually, and later in evening, in person. Coordinate these meetings with the City Transportation Planner.

3) Reconnaissance, Field Surveys & Geotechnical Exploration

- a) The Consultant shall perform survey as necessary for driveways, curbs, road and drainage work, including all manhole and valve locations. A different construction type will require different levels of survey. Refer to the street list for initial recommendation of construction type of each street. Consultant shall determine during initial design the final construction type. Consultant shall collect all survey information on existing ditches and yard slopes as needed for proposed sidewalks and ADA ramps. All new construction, including any retaining walls, v-curb and ditching will need to be staked in field and will be included in the construction plans. All staking files to perform the work in the plans will be provided to the City at the end of design. The Consultant shall determine treatment for all monuments and their boxes that are disturbed with the project. Coordinate monument treatments with Project Engineer and City Surveyor and include in plan set.
- b) Review all project sites (all streets listed) for physical conditions or lack of infrastructure that contribute to poor drainage or other drainage issues- where necessary. Drainage improvements shall be included in the plans to improve drainage on all streets where necessary. Compile this information in an Excel spreadsheet (City can provide example), provide to the City and coordinate any proposed storm water improvements with the City storm water engineers, Tom Johnson or Nathan Bruno. The consultant shall assume on all streets that selective catch basin adjustment, repairs and replacements will be required and shall allocate design effort to include such work in the Plans. Similarly, the consultant is responsible for reviewing the sites identified for reclamation in the preparation of their proposal and shall assume that existing storm pipes / trenches that show evidence of settling or heaving will require replacement and/or subgrade treatments as part of the project design. The City will provide other known storm sewer issues to be addressed by the consultant's design and provided in the consultant's design proposal.

c) Driveways

(1) Driveways with bituminous in the concrete gutter sections shall not be perpetuated. New aprons along with new curb if necessary, shall be designed and included in the scope of the project. These areas will need a new profile that can be staked in the field.

- d) The pedestrian ramps will be improved to meet current ADA standards where sidewalks currently exist. The Consultant will be required to complete preliminary design for the curb ramps, with approval of the ramp type prior to final design by the project engineer. If the proposed ramp is unable to meet ADA standards, the Consultant shall submit to the City an ADA Compliance Checklist for that site in PDF format.
 - e) The Consultant shall be responsible for all permit applications that may be required of the City.
 - f) Assume the City will do all necessary geotechnical exploration to determine/verify the existing section on the reclaim and mill/overlay sections.
 - g) The construction type noted for each street segment provides initial guidance to the consultant on the project scope. However, this may be modified if different construction techniques are selected and the final project stays within the project budget.
 - h) The Consultant, as part of design services, shall assume 5000 LF of pipe, 170 catch basins and 60 manholes, will need to be reviewed and any deficiencies such as collapsed pipe, offset joints, structures to be replaced, reconstructed or adjusted etc. will be noted in an Excel spreadsheet to be reviewed by City Stormwater Engineer to determine what work to include on plan. Coordinate with City staff at the beginning of the inspection process as well as during final review of questionable structures. Pipe and structure inspections and defect and feature coding shall be in accordance with NASSCO MACP / PACP Level 1 standards. The inspection and all forms, reports, photos, exhibits, diagrams, required viewer software, etc. shall be provided early in the design process so repairs and replacements can be assessed and incorporated in the project design to meet the City's overall project schedule.
 - i) All traffic control plans, incorporating detours, closures and other road work scheduled by others in the City of Duluth shall be reviewed and approved by the City Traffic Engineer.
- 4) Preliminary Design Recommendations and Costs
- a) The Consultant shall analyze all appropriate data, then prepare recommendations and a **preliminary construction cost estimate broken down per street prior to preparing plans and specifications.**
 - b) The consultant shall work with City staff to provide design and cost alternatives to assist the City in meeting the City's desired objectives and budget constraints.
 - c) Once the recommendations and cost estimate is prepared, meet with the project engineer to confirm direction.
 - d) Full design can commence following that meeting.
- 5) Plans and Specifications
- a) The consultant shall prepare construction drawings. These drawings shall include all details, plans, and specifications necessary for work as required by City. On past similar locally-funded projects, an aerial photo of the project site with the work depicted on that aerial photo is sufficient for bidding. An SEQ with each project site in its own column will be necessary. This will allow a contingency if bids come in over budget and scope must be decreased. Note: The

title sheet with the streets listed shall be in this order- Overlays, Mill and Overlays, and Reclaims. In each heading the streets shall be listed east to west. The SEQ shall list the streets in the same order. The Cost Estimates shall be in the same order and match the SEQ layout. See sample plan or examples provided by City

- b) The specification preparation shall also include appropriate sections for bidding, bonding, agreements, general and special provisions, and other appropriate contract provisions as well. These sections shall be developed in accordance with the City standards, which shall be made available to the consultant.
- c) The drawings shall include all necessary site maps, plans, elevations, sections, details, drainage profiles, and notes as needed or necessary to adequately show, explain or describe all features of the project. A full example plan set can be provided to interested consultants.
- d) The contract drawing sequence shall follow the standard City of Duluth format.
- e) The City will provide a .pdf document for plan production. It includes notes on how pay items will work and how to set up SEQ/notes/tabs specifically for the Street Preservation Project. Review with project engineer before starting plan production.

6) Cost Estimate

- a) A preliminary cost estimate (broken down by street in Excel and .pdf) is required prior to preparing plans and specifications (Section 4 above). Each plan review submittal also requires an updated cost estimate, for a total of five (5) submittals. The City will provide an example to consultant. Following the completion of the plans and specifications a quantity takeoff and a detailed itemized construction cost estimate (Estimate #4) for each individual segment of the project shall be provided. Cost Estimate #5 shall also be detailed and itemized and shall include any redlines or revisions by City.

7) Project Bidding

- a) Upon completion of plans and specifications, the consultant shall provide all documents and services to provide for bidding and award for construction. The bid form shall be provided in CSV format without any extra or empty spaces between cells. The MnDOT item number, with the corresponding description, units and quantities provided in their own columns in capital letters, in numerical order. The consultant shall answer any questions brought up during bidding and attend a pre-bid conference. This design phase shall be considered complete upon award of the project following bidding.

8) Project Completion Dates:

- Wednesday, July 22, 2026- RFP Issued
- Wednesday, August 5, 2026- Proposals Due
- Tuesday, August 11, 2026- Selection of Consultant
- Friday, August 14, 2026- Resolution Due
- Monday, August 24, 2026- Council Approval to award contract
- Thursday, August 27, 2026- Notice to Proceed
- Monday, September 21, 2026- Prelim Cost Est and meeting with City staff

- Monday, September 28, 2026- Storm Sewer Video and Inspection Reports Submitted
- Monday, October 19, 2026- 30% Plan review and Cost Est 2
- Monday, January 11, 2027- 90% Plan review and Cost Est 3
- Monday, February 15, 2027- Plans and Cost Est 4 submitted for final City review
- Monday, February 22, 2027- Final Plan, Specification, Cost Estimate 5, and SWPPP delivered to City
- Thursday, March 11, 2027- Advertise for bids
- Thursday, April 1, 2027- Receive bids

All questions concerning the project shall be directed to:

Purchasing Department

purchasing@duluthmn.gov

City Hall Room 120

411 W. 1st Street

Duluth, Minnesota 55802

Appendix A- Proposal Cover Sheet

Appendix B- Site Maps

Appendix C- Agreement Template

Appendix D- 2026-07-20 Street preservation Project Notes

APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP 26-99601 2027 Street Preservation Design Services – Gary, Piedmont, Duluth Heights

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

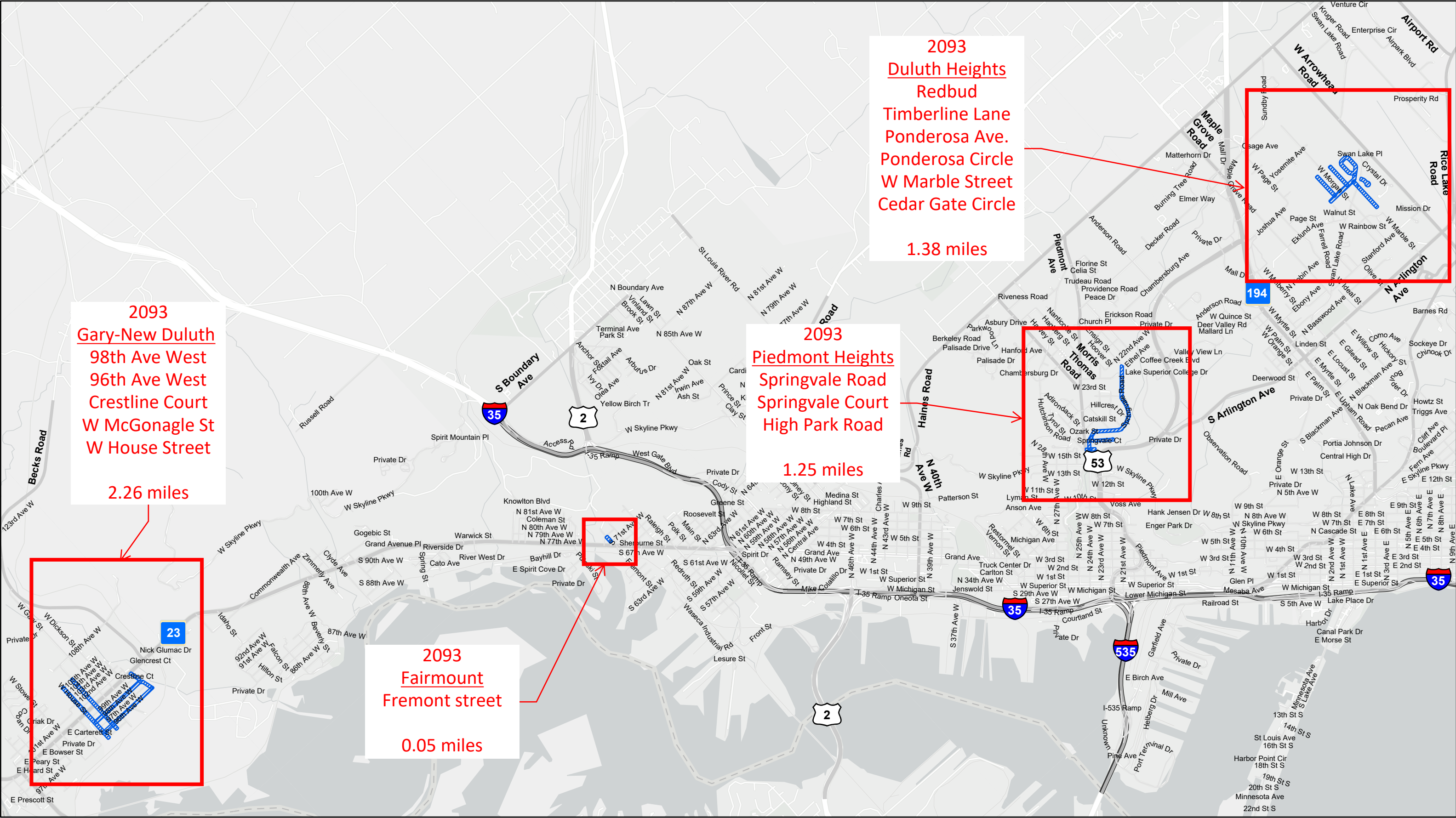
ACKNOWLEDGEMENT OF ADDENDA

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

APPENDIX B- SITE MAPS

CITY OF DULUTH

RFP 26-99601 2027 Street Preservation Design Services – Gary, Piedmont, Duluth Heights



2093
Duluth Heights
Redbud
Timberline Lane
Ponderosa Ave.
Ponderosa Circle
W Marble Street
Cedar Gate Circle

1.38 miles

2093
Gary-New Duluth
98th Ave West
96th Ave West
Crestline Court
W McGonagle St
W House Street

2.26 miles

2093
Piedmont Heights
Springvale Road
Springvale Court
High Park Road

1.25 miles

2093
Fairmount
Fremont street

0.05 miles

 Project Areas

2027 Street Preservation City Project Number 2093

 Miles
0 0.25 0.5 0.75 1

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.



Date Created: 5/1/2026

APPENDIX C- PROFESSIONAL ENGINEERING AGREEMENT TEMPLATE

CITY OF DULUTH

RFP 26-99601 2027 Street Preservation Design Services – Gary, Piedmont, Duluth Heights

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Click or tap here to enter text. & CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the City of Duluth, Minnesota hereinafter referred to as the "City" and:

Name: **Click or tap here to enter text.**

Address: **Click or tap here to enter text.**

hereinafter referred to as the "Engineer", in consideration of the mutual promises contained herein.

Payments as described in Section V shall be made from Funding **Click or tap here to enter text.**; Project # **Click or tap here to enter text.**; and Resolution No. **Click or tap here to enter text.**, passed on **Click or tap here to enter text.**

The professional engineering services obtained by the City under this agreement concern the following described project hereinafter referred to as the "Project":

Project Number: **Click or tap here to enter text.**

Project Name: **Click or tap here to enter text.**

Project Description: **Click or tap here to enter text.**

The professional engineering services to be provided under this agreement consist of those phases A through G checked below. A more particular description of each phase is contained in Section II, "Basic Services", of the agreement.

- | | <u>Phase</u> | <u>Description</u> |
|--------------------------|--------------|--|
| ☐ | A. | Study and Report Phase |
| ☐ | B. | Preliminary Survey Phase |
| ☐ | C. | Preliminary Design Phase |
| ☐ | D. | Final Design Phase |
| ☐ | E. | Bidding Phase |
| ☐ | F. | Construction Survey and Layout Phase |
| ☐ | G. | Construction Administration and Inspection Phase |

SECTION I. GENERAL

A. ENGINEER

The Engineer shall provide professional engineering services for the City in all phases of the Project to which this agreement applies, serve as the City's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to the City during the performance of services hereunder. All services provided hereunder shall be performed by the Engineer in accordance with generally accepted Engineering standards to the satisfaction of the City.

B. NOTICE TO PROCEED

The Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed by City representative with that Phase.

C. TIME

The Engineer shall begin work on each successive phase promptly after receipt of the Notice to Proceed and shall devote such personnel and materials to the Project so as to complete each phase in an expeditious manner within the time limits set forth in Section II. Time is of the essence to this agreement.

D. CITY'S REPRESENTATIVE

The City's representative to the Engineer shall be the City Engineer or his or her designees assigned in writing.

E. ENGINEERING GUIDELINES

All work performed as part of this project shall conform to the most current edition of the Engineering Guidelines for Professional Engineering Services and Developments as approved by the City Engineer and on file in the office of the City Engineer.

F. SUBCONSULTANTS

Engineer may contract for the services of sub-consultants to assist Engineer in the performance of the services to be provided by Engineer hereunder but the selection of any sub-consultant to perform such services shall be subject to the prior written approval of the City Engineer. Engineer shall remain responsible for all aspects of any services provided by such sub-consultants to City under this Agreement. City shall reimburse Engineer for sub-consultant services under the categories of services to be provided by Engineer under Phases A through G, as applicable.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

- ☐ Included in this Agreement
- ☐ Not included in this Agreement

The Engineer shall:

1) City's Requirements

Review available data and consult with the City to clarify and define the City's requirements for the Project.

2) Advise Regarding Additional Data

Advise the City as to the necessity of the City's providing or obtaining from others data or services in order to evaluate or complete the Project and, if directed by the City's representative, act on behalf of the City in obtaining other data or services.

3) Technical Analysis

Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

4) Economic Analysis

Provide a general economic analysis of various alternatives based on economic parameters and assumptions provided by the City.

5) Report Preparation

Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City and setting forth the Engineer's findings and recommendations with opinions of probable total costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

6) Report Presentation

Furnish three copies of the report and present and review the report in person with the City as the City Representative shall direct.

7) Supplementary Duties

The duties and responsibilities of Engineer during the Study and Report Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Study and Report Phase shall be completed and report submitted by [Click or tap here to enter text..](#)

B. PRELIMINARY SURVEY PHASE

- ☐ Included in this Agreement
- ☐ Not included in this Agreement

After written authorization by the City's representative to proceed with the preliminary survey phase, the Engineer shall:

1) General

Perform topographic survey as necessary to prepare the design and provide Construction Survey and Layout as described in Section II.F

2) Boundary Survey

Perform boundary survey if checked.

3) Document Presentation

Furnish a CADD file of the survey base map to the City. Files shall be in the software specified in the Engineering Guidelines for Professional Engineering Services and Developments described in Section I.E.

4) Supplementary Duties

The duties-responsibilities of the Engineer during the preliminary survey phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

5) Completion Time

The preliminary survey phase shall be completed and submitted by [Click or tap here to enter text..](#)

C. PRELIMINARY DESIGN PHASE

- ☐ Included in this Agreement
☐ Not included in this Agreement

After written authorization by the City's Representative to proceed with the Preliminary Design Phase, the Engineer shall:

1) Preliminary Design Documents

Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

2) Revised Project Costs

Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project costs.

3) Preparation of Grants; Environmental Statements

Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project, preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documentation prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4) Renderings and Models

Providing renderings or models for the City's use.

5) Economic Analysis

Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting the City in obtaining licensing; detailed quantity surveys of material, equipment and labor; and audits of inventories required in connection with construction performed by the City.

6) Document Presentation

Furnish three copies of the above preliminary design documents and present and review such documents in person with the City as the City Engineer may direct.

7) Supplementary Duties

The duties and responsibilities of the Engineer during the Preliminary Design Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Preliminary Design Phase shall be completed and report or plan submitted by [Click or tap here to enter text..](#)

D. FINAL DESIGN PHASE

- ☐ Included in this Agreement

☐ Not included in this Agreement

1) Drawings and Specifications

On the basis of the accepted preliminary design documents and the revised opinion of probable Project costs, prepare for incorporation in the contract documents Construction Plans to show the character and extent of the Project and specifications.

2) Approvals of Governmental Entities

Furnish to the City such documents and design data as may be required for, and prepare the required documents so that the City may apply for approvals and permits of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3) Adjusted Project Costs

Advise the City of any adjustments to the latest opinion of probable Project costs, identify cause of change and furnish a revised opinion of probable Project cost based on the drawings and specifications.

4) Contract Document Preparation

Prepare final plans and specifications for the Project, which shall include incorporation of plans and specifications prepared by subconsultants. Engineer shall assist in the preparation of contract documents. Engineer shall prepare all necessary project/plan review forms checklists, labor compliance requests, wage determination requests, bidding documents and other forms to assist the City with procuring Bids. Engineer shall review all plans and specifications and supporting documentation and resolve any inconsistencies in said documents being incorporated into the Contract prior to bid. To the extent possible, the Engineer will follow the document format supplied by the City and use the standard terms and conditions supplied by the City in preparation of these documents.

5) Real Estate Acquisition: Legal Description

Based on preliminary design documents, furnish a legal description and recordable reproducible 8-1/2" X 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project.

6) Document Presentation

Furnish three copies of the above documents and present and review them in person with the City.

7) Supplementary Duties

The duties and responsibilities of the Engineer during the Final Design Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Final Design Phase shall be completed and contract documents submitted by [Click or tap here to enter text..](#)

E. BIDDING PHASE

☐ Included in this Agreement

☐ Not included in this Agreement

The Engineer shall:

1) Assist in Bidding

Assist the City in obtaining bids for each separate City contract for construction, materials, equipment and services.

2) Advise Regarding Contractors and Subcontractors

Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the City's contractor(s) (hereinafter called "Contractor(s)" for those portions of the work as to which such acceptability is required by the bidding documents).

3) Consult Regarding Substitutes

Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by the contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

4) Evaluation of Bids

Assist the City in evaluating bids or proposals and in assembling and awarding contracts.

5) Supplementary Duties

The duties and responsibilities of the Engineer during the Bidding Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

6) Completion Time

The bidding phase shall be completed by [Click or tap here to enter text..](#)

F. CONSTRUCTION SURVEY AND LAYOUT PHASE

☐ Included in this Agreement

☐ Not included in this Agreement

1) General

This phase of work may or may not be performed in conjunction with Phase G, "Construction Administration and Inspection Phase" of this agreement. Inclusion of this phase in the agreement does not imply that services identified under Phase G are to be provided unless specifically indicated in this agreement.

2) Duties

The Engineer shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Engineer shall be sufficient to permit the construction contractor to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.

3) Accuracy

The Engineer shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Engineer shall be responsible for the accuracy of the control points which are established.

The Engineer shall be responsible for costs which may result from errors in placement of control points. The Engineer shall be required to establish control points at Engineer's costs only one time. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Engineer and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City. The Engineer shall take all reasonable and customary actions to protect the control points established by the Engineer.

4) Supplementary Duties

The duties and responsibilities of the Engineer during the construction survey and layout phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

5) Completion Time

The construction survey & layout phase shall be completed by [Click or tap here to enter text..](#)

G. CONSTRUCTION ADMINISTRATION AND INSPECTION PHASE

- ☐ Included in this Agreement
- ☐ Not included in this Agreement

1) General Duties

Consult with and advise the City and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. This phase of the work may or may not be performed in conjunction with Phase F "Construction Survey and Layout Phase" of this agreement. Inclusion of this phase in the agreement does not imply that services identified under Phase F are to be provided unless specifically indicated in this agreement.

2) Construction Inspection and Reporting

Make visits to the site with sufficient frequency at the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the contractor(s) and to ensure that such work is proceeding in accordance with the contract documents. During such visits and on the basis of on-site observations, the Engineer shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

3) Warranty Inspection

Eleven months following construction completion, conduct an inspection to document any items to be repaired by the contractor under the conditions of the construction contract warranty. Submit work to be corrected to the Contractor and the City.

4) Review of Technical and Procedural Aspects

Review and approve (or take other appropriate action in respect to Shop Drawings), the results of tests and inspections and other data which each contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the contractor(s), and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the contractor(s).

5) Contract Documents

Receive from each contractor and review for compliance with contract documents all required

document submissions including but not limited to performance and payment bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City for final approval.

6) Conferences and Meetings

Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project-related meetings, and prepare and circulate copies of the minutes thereof including to the City.

7) Records

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.

b) Keep a diary or log book, recording the contractor's hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City. Take multiple photographs of the Work and keep a log and file of the photos. Specifically maintain records of acceptance and rejection of materials and workmanship.

c) Record names, addresses and telephone numbers of all the contractors, subcontractors, and major suppliers of materials and equipment.

8) Reports

a) Furnish the City periodic reports, as required, on progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with the City, in advance of scheduled major tests, inspections, or start of important phases of the Work.

c) Draft proposed change orders and work directive changes, obtaining back-up material from the contractor, and make recommendations to the City regarding change orders, work directive changes and field orders.

d) Report immediately to the City upon the occurrence of any accident.

9) Contract Interpretation, Review of Quality of Work

Issue all instruction of the City to the contractor(s); issue necessary interpretations and clarifications of the contract Documents and in connection therewith prepare change orders as required, subject to the City's approval; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under and make decisions on all claims of the contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

10) Change Orders and Revisions

Prepare change orders to reflect changes in the Project requested or approved by the City,

evaluate substitutions proposed by the contractor(s) and make revisions to drawings and specifications occasioned thereby, and provide any additional services necessary as the result of significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

11) Review of Applications for Payment

Based on the Engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to the contractor(s) and recommend in writing payments to the contractor(s) in such amounts; such recommendations of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, that, to the best of the Engineer's knowledge, information and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the contractor(s).

12) Determination of Substantial Completion

Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each contractor has fulfilled all of his obligations there under so that the Engineer may recommend, in writing, final payment to each contractor and may give written notice to the City and the contractor(s) that the work is acceptable (subject to any conditions therein expressed).

13) Authority and Responsibility

The Engineer shall not guarantee the work of any contractor or subcontractor, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. If the Engineer determines that there are deficiencies in materials or workmanship on the Project, or otherwise deems it to be in the best interest of the City to do so, the Engineer shall be responsible to stop any contractor or subcontractor from performing work on the Project, until conditions giving rise to this need, therefore, are rectified.

14) Engineer Not Responsible for Acts of Contractor

The Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' or employees or any other person (except the Engineer's own employees and agents) at the site or otherwise performing any of the contractor(s) work; however, nothing contained in this paragraph shall be construed to release the Engineer from liability for failure to properly perform duties undertaken by him in these contract documents or this agreement.

15) Preparation of Record Drawings

The Engineer shall prepare a set of record drawings in accordance with the Engineering Guidelines for Professional Engineering Services and Development described in Section I.E.

16) Manuals

The Engineer shall furnish operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, and adjusting and balancing); and training personnel for operation and maintenance.

17) Supplementary Duties

The duties and responsibilities of the Engineer during the construction administration and inspection phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

18) Completion Time

The construction administration and inspection phase shall be completed by [Click or tap here to enter text..](#)

SECTION III. CITY'S RESPONSIBILITIES

A. FURNISH REQUIREMENTS AND LIMITATIONS

Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

B. FURNISH INFORMATION

Assist the Engineer by placing at the Engineer's disposal all available information reasonably known to and in possession of the City.

C. REVIEW DOCUMENTS

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer.

D. OBTAIN APPROVALS AND PERMITS

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

E. ACCOUNTING, LEGAL AND INSURANCE SERVICE

Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such auditing service as the City may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract, and such inspection services as the City may require to ascertain that the contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

F. NOTIFY THE ENGINEER OF DEFECTS OR DEVELOPMENT

Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the contractor(s).

G. COSTS OF THE CITY'S RESPONSIBILITIES

Bear all costs incidental to compliance with the requirements of this Section III.

SECTION IV. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS

The City and the Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this agreement; the Engineer shall not assign, sublet, or transfer their respective interests in this agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Engineer.

B. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work product developed by the Engineer in connection with this Project shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Engineer by the City on extensions of this Project or any other Project without written permission of the Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.

C. ESTIMATES OF COST (COST OPINION)

Estimates of construction cost provided are to be made on the basis of the Engineer's experience, qualifications and the best of their professional judgment, but the Engineer does not guarantee the accuracy of such estimates as compared to the contractor's bids or the Project construction cost.

D. INSURANCE

1) Engineer shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota:

- a) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- b) Commercial General 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, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provision may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
- c) Professional Liability Insurance in an amount not less than **\$1,500,000** Single Limit; provided further that in the event the professional liability insurance is in the form of "claims made," insurance, Engineer hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage ; and in event of any change, Engineer 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.

- d) **City of Duluth shall be named as Additional Insured** under the Commercial General and Automobile Liability Policies. Engineer shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Engineer to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the provisions of the underlying insurance policy included. 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.

2) Certificates showing that Engineer is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

3) The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Engineer.

4) The certificates shall provide that the policies shall not be cancelled during the life of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.

5) Except as provided for in Section IV.D.1.d) above, Engineer hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section IV or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section IV.D of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City.

E. **HOLD HARMLESS**

To the fullest extent permitted by law, Engineer agrees that it shall indemnify and hold harmless the City, its officers, employees, and agents, past or present, from and against any and all claims including but not limited to claims for contribution or indemnity, demands, suits, judgments, costs, and expenses (including attorneys' fees and incurred defense costs) asserted by itself or any person or persons including agents or employees of the City of Duluth or Engineer by reason of death or injury to person or persons or the loss or damage to property to the extent attributable to, or by reason of, any act, omission, operation or work of Engineer or its employees while engaged in the execution or performance of services under this Agreement. Said obligations to indemnify and hold harmless shall include, but not be limited to the obligation to indemnify and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of Engineer, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Engineer, its employees, or its agents, and any other source of liability. Said obligations to indemnify and hold harmless shall be triggered upon the assertion of a claim for damages against City. Engineer shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the sole negligent or intentional acts or omission of the City

unless Engineer should fail to comply with its insurance obligations in this contract to the detriment of City, in which case Engineer shall indemnify, defend, and hold harmless the City for any and all amounts except amounts attributed to intentional, willful or wanton acts of the City.

This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Engineer. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.

Engineer understands this provision may affect its rights and may shift liability.

Engineer shall hold and save the City, its officers, employees, representatives and agents, and the Architect, harmless from liability of any nature or kind, including costs and expenses and reasonable attorney's fees and incurred defense costs to the extent attributable to Engineer's intellectual property infringement of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

Nothing herein is intended to impose an obligation on Engineer that is void and unenforceable under Minnesota Statutes Section 604.21.

F. TERMINATION

- 1) This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days' prior written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- 2) This agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Engineer is given (1) not less than fifteen (15) calendar days' prior written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the City prior to termination.
- 3) Upon receipt of a notice of intent to terminate from the City pursuant to this agreement, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Engineer in performing this agreement, whether completed or in process.
- 4) Upon termination pursuant to this agreement, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

G. LAWS, RULES AND REGULATIONS

The Engineer agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, State of Minnesota, the City of Duluth and their respective agencies and instrumentalities which are applicable to the work and services to be performed hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this agreement shall be construed to make the Engineer an employee or partner of the City. The Engineer shall at all times hereunder be construed to be an independent

contractor.

I. FEDERAL FUNDING

If Federal Funds (i.e. HUD, FEMA, Revenue Sharing) are utilized as a source of Project funding, the Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

J. AMENDMENT OF AGREEMENT

This agreement shall be amended or supplemented only in writing and executed by both parties hereto.

K. WAIVER OF CLAIM

The Engineer waives the right to make any claim whatsoever against any officer, agent or employee of the City for, or on account of, anything done, or omitted to be done, in connection with the drafting or ratification of this contract. In addition, if it is determined that this contract was not drafted or ratified in conformity with Minnesota or federal law, or City of Duluth ordinance or charter provisions, or if the contract includes obligations that are void as to Minnesota or federal law or City of Duluth ordinance or charter provisions, the Engineer agrees to raise no defense and make no claim against the City on the basis of ratification, laches, estoppel, or implied contract. **The Engineer understands this provision may affect its rights and may shift liability and specifically agrees to the same.**

SECTION V. PAYMENT

A. BASIS OF BILLING

City shall pay the Engineer based on hourly rates for all services rendered under Section II Phases A through G, an amount not to exceed the amount in Section V.C, including any and all Project-related expenses such as travel, reproduction of reports and drawings, tolls, mileage, etc. For the purposes of this agreement, the principals and employees of the Engineer and their hourly rates are set forth in Exhibit A.

B. PAYMENT FOR WORK COMPLETED

1) Monthly progress payments may be requested by the Engineer for work satisfactorily completed and shall be made by the City to the Engineer as soon as practicable upon submission of statements requesting payment by the Engineer to the City. When such progress payments are made, the City may withhold up to five percent (5%) of the vouchered amount until satisfactory completion by the Engineer of all work and services within a phase called for under this agreement. When the City determines that the work under this agreement for any specified phase hereunder is substantially complete, it shall release to the Engineer any retainage held for that phase.

2) No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Engineer under this agreement without the prior authorization of the City. These estimates have been prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the City.

3) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this agreement, and as a condition precedent thereto, the Engineer shall execute and

deliver to the City a release of all claims against the City arising under or by virtue of this agreement.

4) In the event of termination by City under Section IV.F., upon the completion of any phase of the Basic Services, progress payments due Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Engineer to render Basic Services, and paid for services rendered during that phase on the basis of hourly rates defined in Exhibit A of this agreement for services rendered during that phase to date of termination by Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Engineer will be paid for all unpaid additional services plus all termination expenses. Termination expenses mean additional expenses directly attributable to termination, which, if termination is at City's convenience, shall include an amount computed as a percentage of total compensation for basic services earned by Engineer to the date of termination as follows: 10% of the difference between the amount which the Engineer has earned computed as described in paragraphs A and B of this section and the maximum payment amount described in paragraph C of this section. The above applies only if termination is for reasons other than the fault of the Engineer.

C. TOTAL NOT TO EXCEED:

All payments under this Contract are not to exceed [Click or tap here to enter text.](#) (\$[Click or tap here to enter text.](#)).

SECTION VI. SPECIAL PROVISIONS

The following exhibits are attached to and made part of this agreement:

- 1) Exhibit A, Engineer's Hourly Rates
- 2) Exhibit B, Engineer's Proposal

In the event of a conflict between the agreement and any Exhibit, the terms of the Agreement will be controlling.

SECTION VII. 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.

[Remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

CITY OF DULUTH-Client

[Click or tap here to enter text.](#)

By: _____
Mayor

By: _____

Attest:

Its: _____
Title of Representative

By: _____
City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to Form:

City Attorney

**APPENDIX D- PROJECT NOTES
CITY OF DULUTH**

RFP 26-99601 2027 Street Preservation Design Services – Gary, Piedmont, Duluth Heights

2026-07-20 Street Preservation Notes.

(1807) LIQUIDATED DAMAGES (add to SP 1807 FAILURE TO COMPLETE WORK ON TIME)

- The time between the start of concrete removal operations and completion of concrete work shall be limited to 4 weeks on each individual street. Residents and businesses cannot be without driveway access for more than 7 calendar days. Any street that has businesses or residents without access for more than 7 calendar days will be assessed \$500 per day.
- The time between the start of concrete removal operations and final paving on each individual street shall be limited to 6 weeks. Final paving includes driveways paved with all businesses and residents having access to their property. Any exception must be approved by Engineer. Any street which exceeds the 6-week limit will be assessed \$500 per calendar day.

(2104) SAW CUTTING PAVEMENTS

- Longitudinal saw cuts along curb for removals are paid for with pay items 2104.503 SAWING BITUMINOUS PAVEMENT (LF) or 2104.503 SAWING CONCRETE PAVEMENT (LF). I would prefer to use one pay item called SAWING PAVEMENT (LF) and write a Special Provision that spells out that PAVEMENT is any combination of concrete and bituminous thicknesses, as well as a SEQ note. The reason is we have every combination of streets and thicknesses and we can't quantify every different pavement. Saw cutting for paving at intersections is paid for. Saw cutting around manholes or vales or repair area on street are paid for.
- End cuts on curb and sidewalk are incidental.

(2104) CONCRETE PAY ITEMS

- Minimize curb pay items, need only one or two.
 - **2104.503 REMOVE CURB AND GUTTER (LF)** for all types of curb removal. We have run into 36" gutters but a note on SEQ for this is enough.
 - **B624, POSSIBLY B424 AND V6 or V8** for ped areas mostly.

- Minimize concrete pavement pay items.
 - **2104.504 REMOVE CONCRETE PAVEMENT (SY)** for everything other than sidewalk and curb.
 - **2104.504 REMOVE PAVEMENT (SY)** use when there is composite pavement to be removed. Will need to write a Special Provision as this is not a MnDOT pay item.
 - **2531.504 8" CONCRETE DRIVEWAY PAVEMENT (SY)** we have been using this for both driveways and concrete on streets. The SEQ note to clarify this:

8" CONCRETE DRIVEWAY PAVEMENT shall include a minimum of 7" depth in residential driveways and a minimum of 8" depth in commercial driveways. Pavement replacement in streets shall match the existing pavement thickness of each individual street. All of this can be paid with this pay item.

(2104) MAILBOXES

- Use 2 pay items:
 - 2104.502 REMOVE MAILBOX SUPPORT (EA). Add SEQ note saying to leave the post for the homeowner to dispose of, if it doesn't match the detail. Salvage the box itself if possible.
 - 2104.602 INSTALL MAILBOX SUPPORT (EA) to include installation of a new swing away according to Standard Plate 9350D using the existing mailbox.
- City does not want to reinstall mail box supports that do not match detail. Basically, the only support to be installed is the new standard detail.
- If the mailbox is not in the way, but the mailman can't get to it.
 - This is covered in the new 2026 Construction Standards, Spec 1404, page 11 and 12 and the contractor needs to set up temporary boxes.
- Do not use the 2540 RELOCATE MAILBOX SUPPORT pay item.

(2108) GEOTEXTILE FABRIC

- 2108.504 GEOTEXTILE FABRIC TYPE 7 for filtration around perforated pipe.
- 2108.504 GEOTEXTILE FABRIC TYPE 9 for soil separation such as sub cuts for road.

(2118) AGGREGATE SURFACING CLASS 1 (TON)

2118.509 Use Class 1 by the TON on shouldering (usually on reclaim streets). Note on SEQ: Haul Tickets required for payment.

(2232) MILLING

- Minimize milling depths on the plan, 1" increments.
- Use **2232.604 MILL PAVEMENT (SY)** on all concrete streets where we are milling a bituminous overlay. This is so they will mill into any concrete needed to correct cross slopes and other issues. A Special Provision will be required.

(2301) REBAR

- ADA Standard Plan says #4-12" long reinforcement is paid by EACH (page 6 of 6). but add to Special Provisions to say they are incidental because it takes too much time to count and keep track. Add a special Provision to clarify this. It might be worth a note on the SEQ also.
- #4 bars for concrete patches in the street are incidental too. No dowels on patches. Rebar every 2-3 feet. Ex. 3 on an 8-10' side. If encasing a manhole in an 8 x 8 or a 10 x 10 concrete patch, then tie around edge and put a round rebar around manhole like a concrete collar.
- Pay for 2301.602 DRILL AND GROUT REINF BAR (EA), 2302.502 REINF BAR (EPOXY COATED) (EA) and 2301.502 DOWEL BAR (EPOXY COATED) (EA), 2301.602 DRILL AND GROUT DOWEL BAR (EA) only if the project is doing concrete street repairs on a good concrete street where the concrete is exposed or CPR work.

(2502) 6" PERFORATED PE PIPE DRAIN(LF), 6" PERF PE PIPE DRAIN (SPECIAL)(LF), CONNECT TO EXISTING PIPE DRAIN(EA)

- 2502.503 6" PERF PE PIPE DRAIN(LF): use to pay for 6" perforated under new curb.
- 2502.603 6" PERF PE PIPE DRAIN (SPECIAL)(LF): use to pay for 6" PE installed beside a main storm pipe. City has detail for this as plan will require.
- 2502.602 CONNECT TO EXISTING PIPE DRAIN(EA): use to pay for the 10LF of 6" PE connections to yard drains or swales. City has a detail for this as plan will require.

(2504 and 2506) STRUCTURES AND CASTINGS

All structures shall be paid for by LF, even new structures. This is because when paid for by each it makes the casting incidental which causes accounting problems. All castings shall be paid each. That way all structures get a new or reused casting and the total castings = total structures.

- **2506.502 ADJUST FRAME & RING CASTING (SPECIAL) (EACH) and 2504.602 ADJUST VALVE BOX (SPECIAL) (EACH):**
 - (Special) refers to paving rings to adjust manholes and valve boxes. (Add to Special Provisions)
- **2506.502 ADJUST FRAME & RING CASTING (EACH):**
 - The detail of the catch basin adjustment should be in the plan. It shows a rectangular CB casting and how to adjust with the foam as formwork. If the 1 LF height is exceeded, we add RECONSTRUCT DRAINAGE STRUCTURE (LIN FT) for the extra height.
 - Also refers to the following from MNDOT spec 2506.3.G which is referenced in the Duluth Construction Standards: Vertical adjustment of a casting (new or old) up to 6". The 6" dimension is exceeded at times since this is not new construction.
 - Includes the adjustment of round manhole castings in road or boulevards/yards.
- **2506.503 RECONSTRUCT DRAINAGE STRUCTURE (LIN FT):**
 - Vertical adjustment of frame and ring over 6" from top of existing structure. MnDOT 2506.3.H.
 - The 6" refers to the MnDOT statement that no more than 3 adjusting rings totaling 6" are used. I have paid and directed that an ADJUST FRAME AND RING CASTING (EACH) includes 1 LF pay height, Casting + rings. Anything more than that we add RECONSTRUCT DRAINAGE STRUCTURE (LIN FT) for 1 LF and below in 6" increments. See Note 11 (or correct SEQ note) on page 16 of Plans as to how CASTING ASSEMBLY (EACH), CONCRETE ENCASED CASTING COLLAR (EACH) and ADJUST FRAME AND RING CASTING (EACH) were measured and paid.
 - Detail for brick manhole reconstruct needs to be in plan.
- **2506.502 CASTING ASSEMBLY (EACH):**
 - CASTING ASSEMBLY (EACH) is paid for *after* it is installed. MNDOT spec 2506.3.F
 - Also 2506.4C- The Engineer will measure Casting Assemblies by the number of Casting Assemblies provided and installed.
 - Usually, leftover castings at the end of the summer are purchased by the city.

- **2506.602 CONCRETE ENCASED CASTING COLLAR (EACH):**

- Vertical adjustment, leveling, and placement of concrete around manhole casting is included in cost. Assumes reusing casting and no structure reconstruct. (City of Duluth Specification 2506).
- Construction requirements require that top of manhole cone is 12" below the pavement elevation on a new structure or a reconstructed structure. Below 12" paid as RECONSTRUCT DRAINAGE STRUCTURE (LIN FT) if reconstruction is needed.

- **2504.602 CONCRETE ENCASED VALVE BOX COLLAR (EACH):**

- Vertical adjustment, leveling, and placement of concrete around valve box casting. Assumes reusing all existing valve box components. (City of Duluth Specification 2504).
- City Spec says that the Engineer (City) will provide replacement parts. If the contractor provides the parts, the City will pay for parts from the contractor multiplied by 2.5 to cover labor.

- **2504.602 ADJUST VALVE BOX (EACH):**

- Vertical adjustment of valve box to new surface elevations. (Job special provisions).
- City Spec says that the Engineer (City) will provide replacement parts. If the contractor provides the parts, the city will pay for parts multiplied by 2.5 to cover labor. This note should be in the Special Provisions.

Here is how each scenario should be paid:

All new structures and reconstruct pay items will be paid as LF. Do not use EACH. That is because paying structures by EACH includes the casting. Paying by LF means all castings are accounted for. It is less confusing for the contractor when bidding and the inspector knows every new casting is counted and paid for.

- **Existing Structure reusing casting:**

- Pay an ADJUST FRAME AND RING CASTING (EA), (top 1 LF), or a CONCRETE ENCASED CASTING COLLAR (EACH) on reclaims. If reconstruction is needed, then add RECONSTRUCT DRAINAGE STRUCTURE (LF), (below 1 LF).

- **Existing Structure with new casting:**

- Pay a CASTING ASSEMBLY (EA) (top 1 LF) and a CONCRET ENCASED CASTING COLLAR (EACH) on reclaims. If reconstruction is needed, then add RECONSTRUCT DRAINAGE STRUCTURE (LF), (below 1 LF).

- **New Structure reusing casting:**
 - The new structure pay item should be in (LF) plus ADJUST FRAME AND RING CASTING (EACH) or a CONCRET ENCASED CASTING COLLAR (EACH) on reclaims. Reminder - Do not pay top 1 LF as Construct new Structure. 2506.4A
- **New Structure with new casting:**
 - The new structure pay item should be in (LF) plus a CASTING ASSEMBLY (EACH). Add a CONCRET ENCASED CASTING COLLAR (EACH) on reclaims.
- **Valves-CONCRETE ENCASED VALVE BOX COLLAR reusing castings:**
 - CONCRETE ENCASED VALVE BOX COLLAR (EACH) only, if all valve components were able to be reused.
- **Valves-CONCRETE ENCASED VALVE BOX COLLAR with new casting:**
 - CONCRETE ENCASED VALVE BOX COLLAR (EACH). A lot of broken parts are discovered in the field during the work. If the contractor provides the parts an invoice will be provided to City, and the city will pay cost of parts times 2.5 to cover labor. If City provides parts, then there is no further compensation. This needs to be in Special Provisions.
- **Castings/rectangular structures**
 - Rectangular casting NEENAH R-3349-A has a flange that is 25" x 35" outside dimensions, and sits on a hole that is 16" X 24" to allow for full bearing on the flange. A 24" X 36" hole is unacceptable and should be rejected.

(2573) EROSION CONTROL MOBILIZATION

This Work consists of preparatory work and operations, including the movement of personnel, equipment, supplies and incidentals to install erosion control items on each street segment.

This work includes obtaining and updating permits and demobilizing.

Erosion control on this project shall consist of the BMPs shown on the MnDOT Temporary Sediment Control standard plans and shall be placed by the Contractor to effectively control the movement of sediment from active construction on curb replacements, driveway replacements, storm sewer work, roadway construction and other areas where project work causes disturbance of soil.

Payment made under pay item 2573.602 Erosion Control Mobilization (EACH) shall be considered full payment for furnishing, installing and controlling erosion on each street segment. Including but not limited to rock/compost or bio-logs, rock checks and rock filters. No direct measurement of BMPs employed as erosion control shall be made except for Storm Drain Inlet Protection.

(2575) SITE RESTORATION

- 2575.602 SITE RESTORATION (EA). SEQ should be paid by EACH and equal the total number of street segments.
- Hatch the area of restoration conservatively (see example) and put the area of the hatching under the tabs for each street in the remark's column. This gives the contractor a SF to bid on and if there are quantity arguments during construction it can be surveyed to verify.
- Eliminate any dimensioning for site restoration on details.
- Topsoil is BOULEVARD TOPSOIL BORROW but SEQ note includes it so no need for a pay item.
- Note required for plan:
 - SITE RESTORATION (EA) PERTAINS TO EACH ROADWAY SEGMENT. SITE RESTORATION INCLUDES SOIL BED PREPERATION, 4" BOULEVARD TOPSOIL BORROW AND ALL TURF RESTORATION ITEMS INCLUDING BUT NOT LIMITED TO: TYPE 3 SLOW-RELEASE FERTILIZER (N:T:K RATIO 22-5-10, NORTHERN BOULEVARD SEED MIX (150 LBS. PER ACRE) AND NATURAL NETTING ROLLED EROSION PREVENTION CATEGORY 20 BLANKET (100% BIODEGRADABLE) ON ALL AREAS INDICATED ON PLAN AND DETAILS. ANY AREAS DISTURBED BY CONTRACTOR OUTSIDE OF LIMITS ON PLAN WILL BE RESTORED AT CONTRACTORS EXPENSE. SQUARE FOOT AREA FOR SITE RESTORATION WILL BE LISTED IN THE REMARKS COLUMN OF THE TAB FOR EACH STREET SEGMENT FOR THE CONTRACTORS USE. ANY OVERRUN OR UNDERRUN WILL BE VERIFIED WITH SURVEY AT THE CONTRACTORS OR CITY REQUEST AND PAID APPROPRIATELY. SEE MNDOT SPECIAL PROVISION FOR EACH PAY ITEM. IF SEEDING PAST SEPTEMBER 20TH, CONSULT ENGINEER FOR APPROPRIATE SEED MIX FOR DORMANT SEEDING.
- Use 2501.603 CLEAN DRAINAGE DITCH (LF) at culvert ends and ditches. City detail shows what width we are referring to for contractor to bid.

- **LABELING**

- All stationing on the plan and tabs will be rounded to the foot. All alignment and offset labels are rounded to the foot.
- SEQ will be published MnDOT pay items as much as possible.
- All labels on the plan will use the same MnDOT/City pay item.
- Any legend shall use the MnDOT pay item.
- Boring locations will be on the plan at a 15 degree angle and should list the “BIT-X.X””

- **SURVEY**

- The city survey will tie out monuments and provide the consultants with a list of monuments on project. The process right now is to put a new monument on the plan/SEQ for every monument, so our cost is covered. During construction monuments are assessed in the field and treatment is modified if necessary. Usually, a small percentage of monuments are replaced.
- A full topo survey is not required on all streets; some streets do require full topo and will be listed in the proposal.
 - Set up sheets with an alignment
 - COD does initial removal markups. COD/Consultant will mark up removals once sheets are produced with a consultant walk through and consultant input.
 - Survey removals based on alignments. Start all streets at 100+00.
 - Some areas of some streets will need more survey to set up staking files, such as where longer lengths of curb are removed or storm work is being done, this might add to curb/removals after initial City markups.
 - Discuss pedestrian ramp design, V-curb is added based on visual inspection of each quadrant.

- **DETAILS**

- Most details have been drawn by COD. Some will need to be modified.
- Need detail for Reconstruct Drainage Structure. (COD)
- Curb removal details. (COD)

- **DRIVEWAYS**

- Streets with concrete curbs
 - With sidewalks/residential

- The apron equals distance from BOC to front of sidewalk
 - The apron and any concrete pavement shall have a minimum thickness of 7"
 - Streets without sidewalks/residential
 - Aprons shall be 4 feet, after that match bituminous or min 7" CONCRETE PAVEMENT, on plan replace 8' of driveway
 - Commercial Driveways
 - Same except 8" CONCRETE PAVEMENT minimum thickness on concrete
- Streets without concrete curbs
- Usually rural sections with ditches and culverts.
 - Plan: Mark 8' remove and replace bituminous to get past heaved culverts and any replacement of culverts. If the concrete driveway meets the bituminous street, bring the concrete to the gutter line.

PROFILES and CROSS SECTIONS

- Most of our preservation projects don't have that much storm work. Prefer all profiles and cross sections to be set up with a 1:1 scale for ease of reading and review. If this gets to be too many sheets, discuss with City Project Manager.