



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

Construction Materials Testing Services for

Storm Damage Repairs Project

RFP Number 26-99597

Issued Tuesday, July 14, 2026

Proposals due by 3:00 PM CT Tuesday, August 3, 2026

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 of Duluth is soliciting proposals from qualified engineering and construction materials testing firms to provide field and laboratory construction materials testing services for the Storm Damage Civil Sites Repairs Project.

The scope of work includes concrete testing, soils testing (Standard Proctor and gradation), and density testing associated with the rehabilitation and hazard mitigation of multiple public infrastructure sites damaged during the 2023 and 2024 storm events. Improvements include stream and shoreline stabilization, retaining walls, culvert replacement, trail and park infrastructure repairs, boardwalk construction, grading, drainage improvements, erosion control measures, and site restoration at multiple locations throughout the City.

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	Tuesday, July 21, 2026
Answers to questions will be posted to the City website no later than this date.	Tuesday, July 28, 2026
Proposals must be received in the Purchasing Office by 3:00 PM on this date.	Tuesday, August 4, 2026

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 <https://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. 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 E. Questions about the agreement should be submitted to purchasing@duluthmn.gov by the question deadline in the schedule above.

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 October 31st, 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 arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept

proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

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

Please submit one (1) **unbound** paper copy of the Technical Submittal and one unbound (1) 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.

Proposals should include a cover letter that communicates the firm's understanding of the project, construction type, and timeline. Proposal should also include the scope of proposed services, assigned personnel and their qualifications, and any assumptions made in the proposal. Proposals should be limited to 20 pages (10 double-sided pages), exclusive of any City-required forms or acknowledgements.

Cost proposals must consist of Appendix D – Bid Proposal Form and a price list of other suggested services related to the construction material testing that the proposer offers.

PART III – CRITERIA FOR SELECTION

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

Qualifications of the Bidder and Personnel	40%
Prior experience with similar work	30%
Work Plan	10%
Cost	20%

PART IV – PROJECT DETAIL

The selected firm will provide construction materials testing for the Storm Damage Repairs project consisting of repairs to public infrastructure damaged during the 2023 and 2024 storm events at multiple locations throughout the City. Improvements generally include bridge and culvert construction, retaining walls, drainage improvements, stream and slope stabilization, trail repairs, and associated site restoration.

Construction is expected to begin in August 2026, with work continuing through the fall and resuming in spring 2027, to be completed by late fall 2027.

The selected firm will coordinate with the City project manager, design team, and contractor to efficiently complete the required inspections and testing; attend project meetings if needed; and summarize and report test findings, issues and recommendations to the project team.

Material testing services will include, but are not limited to, field and laboratory testing of concrete, soils, aggregates, and structural backfill materials. Services are anticipated to include concrete sampling and testing, Standard Proctor and gradation testing, in-place density testing, compressive strength testing, and other materials testing as required by the project specifications. All testing shall be performed in accordance with the project specifications, City of Duluth Construction Standards, and applicable ASTM requirements.

APPENDICIES:

Appendix A – Cover Letter

Appendix B – Schedule of Materials Testing

Appendix C – Construction Material Testing List

Appendix D – Bid Proposal Form

Appendix E – Sample Professional Services Agreement

City of Duluth
Supplementary Provisions for State and/or Federally Assisted Activities

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

- a. Placing qualified socioeconomic firms on solicitation lists;
- b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;
- d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

4. Good Faith Efforts.

For purposes of this section, a DBE means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF, a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

Per 40 CFR 33.301, prime contractor must make the following good faith efforts whenever procuring construction, equipment, services and supplies:

- a. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

Additional contract administrative requirements per 40 CFR 33.302 are:

- a. Prime contractor must notify the City in prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- b. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts summarized above if soliciting a replacement subcontractor.
- c. Prime contractor must provide EPA Form 6100-2 - DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to the appropriate EPA DBE Coordinator.
- d. Prime contractor must have its DBE subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form, and include all completed forms as part of the prime contractor's bid or proposal package.
- e. Prime contractor must complete and submit EPA Form 6100-4 - DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package.
- f. Copies of EPA Form 6100-2 - DBE Program Subcontractor Participation Form, EPA Form 6100-3 - DBE Program Subcontractor Performance Form and EPA Form 6100-4 - DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.

5. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding \$150,000 that is financed in whole or in part with Federal funds.

6. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

7. Suspension and Debarment.

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

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

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

9. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited.

In addition, telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country is prohibited.

10. Changes. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on

the nature of the contract and the end-item procured.

11. Access to Records. The following access to records requirements apply to this contract:
 - a. The contractor agrees to provide The City of Duluth, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”
12. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
13. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
14. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
15. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to thiscontract.

**APPENDIX A - SUBMISSION COVER SHEET
CITY OF DULUTH
RFP 26-99597**

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

2026

**City of Duluth, Minnesota
Construction Standards**

APPENDIX B

Schedule for Materials Testing

**Public Works & Utilities
Engineering Division
Duluth, MN**



SCHEDULE FOR MATERIALS TESTING

CITY OF DULUTH STREET AND UTILITY IMPROVEMENT PROJECTS

The Engineer will perform materials testing for acceptance and quality assurance at these minimum rates on local projects. Material testing on projects with State or Federal funding will be performed as required in the current MnDOT Schedule of Materials Control. When deemed appropriate, the Engineer will perform additional testing to determine acceptance. Additional testing and retesting shall be at the Contractor's expense.

Table 1: Base Construction

Specification	Specified Method	Sampling & Testing	Sampling Notes	Compaction Testing	Compaction Notes
City of Duluth 2451 Excavation, Backfill, and Compaction for Utilities	Specified Density	One sieve and ASTM D698 standard proctor for each backfill borrow material at source and one for each different classification of onsite native material.	Materials to be tested: • Course filter aggregate • Granular backfill • Native material from site Note: If material looks like it changed, test again	• Take moisture of native material on first day of utility work. • Take densities at rate of; One per each 200' of mainline pipe, One per each 4 service laterals, and One per each 4 manholes at every 3 feet in depth. • Required compaction is 100% around manholes full depth; 100% in the top 3 feet of utility trench below top of subgrade; 95% in utility trench below the top 3 feet.	• The maximum loose thickness of each backfill layer shall be 8 inches. Additional tests where inspector notes rutting or pumping; additional moistures after wet weather • Most common problem is too much moisture in native backfill; may require granular borrow backfill to be used. • Retest at Contractor's cost.

Specification	Specified Method	Sampling & Testing	Sampling Notes	Compaction Testing	Compaction Notes
City of Duluth 2106 Select Granular Embankment	Specified Density	One sieve and ASTM D698 standard proctor for each backfill borrow material at source.	Take additional samples if material or source changes, at Contractor's cost.	- Take densities at rate of four per block prior to Class 5. - Compact in 8" layers or less. - Required density is 100%.	- Take additional densities where rutting is noted. - The most common problem with select granular is not enough moisture or more than 7% passing the No. 200 sieve. - Retest at contractor's cost.
City of Duluth 2211 Aggregate Base MnDOT 2221 Shoulder Base Aggregate	Specified Density	One sieve and ASTM D698 standard proctor at source.	Take additional samples if material or source changes, at Contractor's cost.	- Take densities at rate of two per block prior to curb and gutter and/or paving. - Test in areas with greatest rutting or deflection and at least 1 foot from an unconfined edge. - Required density is 100%.	- Excavate and re-compact areas where visible rutting. - Most common problem is segregation of aggregates; replacement/blending as directed by the Engineer. - Retest at contractor's cost.

Table 2: Concrete Curb & Gutter, Sidewalk, and Aprons

Field Testing	Cylinders	Plant Inspection	Concrete Aggregate Gradations
• Test the first truck of the day for air and slump, test additional trucks as needed if results do not meet specifications or material visibly changes. • Test air and slump two times per block, one on each side. • Note: Testing may be waived at the Engineer's discretion if less than 200 feet of curb or 800 square feet of sidewalk or apron is planned •	• Two sets per block, one on each side.	• One inspection per project on either curb and gutter or sidewalk.	• One test/aggregate pile for the mix placed during the plant inspection.

Table 3: Bituminous

Quality Assurance Testing (Owner's Testing Agency)	Quality Control Testing (Supplier's Testing)
• One companion sample (split with contractor) per mix placed per project. Test for asphalt content, gradation, and air voids. • No plant inspection required by owners testing agency on local projects. • One companion core for density from contractor per lot per lift. One lot for 300-600 tons, two lots for 601-1000 tons, three lots for 1001-1600 tons, four lots for 1601-3600 tons.	• Percent crushing - two per/mix/day at start-up, then sample daily, test minimum of one weekly. • Plant aggregate gradation – one/1000 tons at start-up, then one/2000 tons. • Asphalt content and air voids– one/500 tons/mix for first 2000 tons, then one/1000 tons. • Core density – four cores per lot per lift (see QA for lot determination). Two tested by supplier and one forwarded to owner's testing agency with the fourth core retained by the Engineer for verification.

Table 3 Notes:

Cores for Bituminous Quality Assurance Testing shall be provided by the Contractor.



Consulting Engineers P.A.

June 5, 2026

Re: 2023 & 2024 Flood Damages – Construction Oversight Material Testing

AMI Project # 251009

Please refer to the technical specifications, construction plans, and MnDOT 2023 Schedule of Materials Control for additional information. All the work to be completed by the Contractor will be within the working limits depicted on the drawings for construction. No additional work outside of these stations will be completed during this phase.

1.1 Concrete Testing

- a. Concrete tests to be performed for the concrete retaining walls, HDPE Pipe Thrust block, RCP apron foundations, bridge piers and bridge abutments.
 - i. Spirit Mountain Site #2 – 1 Test
 - ii. Lincoln Park Bridge Site 10A & 10B – 1 Test
 - iii. Chester Below Skyline Site #9 – 1 Test
 - iv. Chester Below Skyline Site #11 – 1 Test
 - v. Chester Culvert at 8th/9th Bridge – 1 Test
 - vi. Lester River Timber Pedestrian Bridge – 2 Tests
- b. This bid item is for each test performed. It is not for each day. For example, if 2 sets of cylinders are sampled in a day, then that would be counted as 2 EA.
- c. Concrete tests to be performed for each concrete structure or every 50 CY, whichever is more frequent.
- d. Compressive strength (5 cylinders – 4” by 8” cylinders)
 - i. 1 cylinder tested at 3 days, 1 at 7 days, & 3 at 28 days
- e. Temperature – Record with each test performed
- f. Air Content – Record with each test performed
- g. Slump – Record with each test performed

1.2 Standard Proctor and Gradation

- a. This bid item is for sampling on-site and imported materials and running standard proctors and gradations. The proctors will be required to be used under bid item 1.3 – Density Testing. Four gradations and four standard proctors are expected.
 - i. Lincoln Park Bridge Site 10A & 10B
 - ii. Chester Culvert at 8th/9th Bridge
 - iii. Lester River Timber Pedestrian Bridge
 - iv. Brewery Creek Box Culvert

1.3 Density Testing

- a. This bid item is for density testing of backfilled materials. It is anticipated that backfilling operations requiring density testing will require six (8) trips, four (4) hours onsite each trip.
 - i. Lincoln Park Bridge Site 10A & 10B
 - ii. Chester Culvert at 8th/9th Bridge
 - iii. Lester River Timber Pedestrian Bridge
 - iv. Brewery Creek Box Culvert

*****For bid preparation, assume Contractor’s working hours are 7am to 8pm Monday through Saturday.*****

All testing results shall be submitted within 24 hours after each test to the following contacts:

Jim Shoberg – jshoberg@DuluthMN.gov

Ryan Dagger - ryan.dagger@amiengineers.com

Garrett Larson– garrett.larson@amiengineers.com

Respectfully Submitted,

Ryan Dagger, PE
Marine Civil Engineer

BID PROPOSAL FORM

NOTE: All costs are to be considered in-place costs. Include cost for all materials, mileage, mobilization, shipping, labor, equipment, insurance, bonds, permits state and local taxes, overhead and profit to properly execute items listed under each system.

System	Item	Type	Unit	Qty	Cost per Unit	TOTAL COST
1 - SHORELINE REHAB LAKEWALK PHASE 4						
1.1	Concrete Testing	Concrete Testing	EA	7.00		
1.2	Standard Proctor and Gradation	Standard proctor and gradation	EA	4.00		
1.3	Density Testing	Density testing for backfill material	HR	32.00		
PROJECT TOTALS						
	ITEM					TOTAL COST
			PROJECT TOTAL			\$ -

APPENDIX E
**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.](#) 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. Payment terms shall be net 35 per Minnesota Statute 471.425.

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, non-privileged 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. (For a government entity that is non-federal) 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 fullest extent permitted by law, Consultant shall defend, indemnify, and hold City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Service Provider or that of its agents, employees, or contractors. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold

harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Service Provider or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Consultant arise out of or relate to the services in this Agreement or Service Provider's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Consultant. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. This Section shall survive the termination of this Agreement for any reason. Consultant shall not have the obligation to indemnify the City for its intentional, willful or wanton acts. **The Consultant understands this provision may affect its rights and may shift liability.**

8. **Insurance**

- a. 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.
 - i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
 - ii. Commercial General 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, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provisions may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
 - iii. 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, Consultant hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage; and in the event of any change, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this 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.

- iv. **City of Duluth shall be named as Additional Insured** under the Commercial General Liability and Automobile Liability. Consultant shall also provide evidence of Statutory Minnesota Workers’ Compensation Insurance. Consultant 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 Consultant’s interests and liabilities.
- b. Certificates showing Consultant 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.
- c. 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 Consultant.
- d. The certificates shall provide that the policies shall not be cancelled during the lift of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.
- e. Except as provided for in Section 8.a.iv above, Consultant hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section 8 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 8 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

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.

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

TEMPLATE

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

CITY OF DULUTH

[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