

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**SHORT ELLIOTT HENDRICKSON INC. & 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: **Short Elliott Hendrickson Inc.**  
Address: **418 West Superior Street, Suite 200, Duluth, MN 55802**

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 **411-035-5530, PI2023-2166**; Project # **2166**; and Resolution No. **23-0600R**, passed on **August 14, 2023**.

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

Project Number: **2166**  
Project Name: **Campus Connector Segments 4 & 5 Design Phase**  
Project Description: **Engineering Services for the design of Campus Connector 4 and Campus Connector 5, Transportation Alternative Projects**

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>                               |
|-------------------------------------|--------------|--|
| <input checked="" type="checkbox"/> | A.           | Study and Report Phase                           |
| <input checked="" type="checkbox"/> | B.           | Preliminary Survey Phase                         |
| <input checked="" type="checkbox"/> | C.           | Preliminary Design Phase                         |
| <input checked="" type="checkbox"/> | D.           | Final Design Phase                               |
| <input checked="" type="checkbox"/> | E.           | Bidding Phase                                    |
| <input type="checkbox"/>            | F.           | Construction Survey and Layout Phase             |
| <input type="checkbox"/>            | 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 **December 1, 2023**.

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 **June 1, 2024**.

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 **October 1, 2024**.

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 **July 1, 2025**.

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 **November 1, 2025**.

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 **N/A**.

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 **N/A**.

**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 defend, 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) 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 arising out of, 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 defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, 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 defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten days' written notice from the City of Duluth, Engineer shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. 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 defend and 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, for, or on account 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.

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 **Four Hundred Twenty-Six Thousand, One Hundred Five and 00/100 Dollars (\$426,105.00)**.

**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 dated July 26, 2023

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**

**SHORT ELLIOTT HENDRICKSON INC.**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest:

Its: \_\_\_\_\_  
Title of Representative

By: \_\_\_\_\_  
City Clerk

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

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to Form:

\_\_\_\_\_  
City Attorney



EXHIBIT A

COST PROPOSAL

Billing Title	CSM	PM	PE	Planner	PE	PE	PE	Scientist	Tech	Survey Crew Chief	Survey Tech	PLS	Accounting Rep	Admin Tech	Subconsultant & Expenses	Total	
Employee Name	M. Bolf	T. Yngsdal	M. Maves	S. Turrentine	J. Gray / W. Wambold	C. Jorgenson	C. Gloeckner	N. White	Orleskie / Willoughby / Dantzman	S. Yeats	K. Anderson	C. Larsen	S. Austin	M. Hayes			
Billing Rate	\$230.00	\$165.00	\$292.00	\$165.00	\$250.00	\$195.00	\$165.00	\$168.00	\$120.00	\$125.00	\$140.00	\$205.00	\$129.00	\$109.00	\$1.00		
<b>Task #1 - Project Management / Meetings / Coordination</b>																	
<b>1.1 Project Management &amp; General (x2)</b>																	
PM / Accounting / Written progress reports		2	40										20	2		64	
Develop Quality Control Plan and QMP		2	8						4							14	
<b>Subtotal Hours</b>		<b>4</b>	<b>48</b>						<b>4</b>				<b>20</b>	<b>2</b>	<b>N/A</b>	<b>78</b>	
<b>1.2 Meetings &amp; Agency Coordination (x2)</b>																	
Kickoff meeting and walkthrough with City staff		2	8						6					1	\$ 20.00	17	
Gather client data and review for completeness			2			1	1	1	8						\$ 10.00	12	
Kickoff meeting with SEH staff & internal review mtgs		2	6	1		1	1	2	4	1	1					20	
Pre-design meeting with utilities			4						8					2	\$ 40.00	14	
Coord. Meetings - Public (x3), UMD (x3), FD (x1), DTA (x1)		8	24	2			1	1	12					3	\$ 70.00	51	
Parking Commission meeting		2	4						4					1		11	
Design review meetings with City (30/60/90)			12						12					3	\$ 20.00	27	
Funding Agency coordination		2	12													14	
Regulatory Agency coordination			6	2				12	12							32	
Project Memorandum					48											48	
<b>Subtotal Hours</b>		<b>16</b>	<b>78</b>	<b>5</b>	<b>48</b>	<b>2</b>	<b>1</b>	<b>16</b>	<b>54</b>	<b>1</b>	<b>1</b>			<b>10</b>	<b>N/A</b>	<b>246</b>	
<b>Task Hours Summary</b>		<b>20</b>	<b>128</b>	<b>5</b>	<b>48</b>	<b>2</b>	<b>1</b>	<b>16</b>	<b>58</b>	<b>1</b>	<b>1</b>		<b>20</b>	<b>12</b>	<b>N/A</b>	<b>324</b>	
<b>Task Fee Summary</b>		<b>\$4,600.00</b>	<b>\$20,790.00</b>	<b>\$1,460.00</b>	<b>\$7,920.00</b>	<b>\$500.00</b>	<b>\$195.00</b>	<b>\$2,640.00</b>	<b>\$2,352.00</b>	<b>\$6,960.00</b>	<b>\$125.00</b>	<b>\$140.00</b>	<b>\$2,580.00</b>	<b>\$1,308.00</b>	<b>\$160.00</b>	<b>\$51,730.00</b>	
<b>Task #2 - Preliminary Engineering</b>																	
<b>2.1 Reconnaissance/Field Surveys/Geotechnical</b>																	
OneCall & Utility Coordination Process (x2)			10												\$ 40.00	38	
Wetland Delineation (x2)								8	2						\$ 40.00	8	
Geotechnical subconsultant soil borings & report (x2)			2												\$ 11,900.00	4	
Segment 4 topographic survey & control										92	12	2			\$ 240.00	106	
Segment 5 topographic survey & control										68	8	1			\$ 140.00	77	
<b>Subtotal Hours</b>			<b>12</b>					<b>8</b>	<b>26</b>	<b>164</b>	<b>20</b>	<b>3</b>			<b>N/A</b>	<b>233</b>	
<b>2.2 Right-of-Way &amp; Permitting</b>																	
Bridge & Wetland Permitting			2					16	12							30	
Draft existing RW mapping (x2)										20	50	5			\$ 60.00	75	
Identify RW / easement needs (x2)			2						4		4					10	
Develop RW / easement documents (x2)			2						20		60	40				122	
<b>Subtotal Hours</b>			<b>6</b>					<b>16</b>	<b>12</b>	<b>24</b>	<b>20</b>	<b>45</b>			<b>N/A</b>	<b>237</b>	
<b>2.4 Preliminary Design</b>																	
<b>Preliminary Road &amp; Trail Design (x2)</b>																	
Preliminary conceptual layouts and estimates (2 options)		1	12	2					75							90	
Create CAD basemap and existing surface			4						32							36	
Typical Sections and Alignments			6						40							46	
Roadway/Trail modeling (profiles, assemblies, corridor)			30						140							170	
Geometrics and ADA design			30						120							150	
Bridge Design & River Modeling			2	12				54	18							86	
Retaining wall evaluation						2										2	
<b>Drainage/Storm Sewer Design (x2)</b>																	
Delineate drainage basins & design flows			4						24							28	
Calculate catch basin spacing & roadway spread			4						16							20	
Storm layout / sizing / pipe networks			8						32	36						76	
Stormwater treatment BMP design			2						12							14	
Drainage Report/Agency submittals			4						40							44	
<b>Water Main Design</b>																	
Water main design / profiles / phasing			4						12							16	
Lead service replacement design			2						8							10	
<b>Traffic Design</b>																	
Traffic phasing layouts & traffic control design (x2)			4					6	8							18	
Traffic signing & striping improvements (x2)			4					6	12							22	
Woodland Ave and Wallace to Vermillion layout design			4					2	8							14	
Woodland Ave Signal/APS design			2			24									\$ 150.00	26	
<b>Cost Estimating (x2)</b>																	
30% Cost Estimate (preliminary form)		1	8	1					16							26	
60% Cost Estimate (based on quantity take off & bid items)		1	14	1					16							32	
90% Cost Estimate		1	14						16							31	
<b>Subtotal Hours</b>		<b>4</b>	<b>162</b>	<b>16</b>			<b>26</b>	<b>14</b>	<b>178</b>	<b>557</b>					<b>N/A</b>	<b>957</b>	
<b>Task Hours Summary</b>		<b>4</b>	<b>180</b>	<b>16</b>			<b>26</b>	<b>14</b>	<b>194</b>	<b>20</b>	<b>607</b>	<b>184</b>	<b>134</b>	<b>48</b>	<b>N/A</b>	<b>1,427</b>	
<b>Task Fee Summary</b>		<b>\$920.00</b>	<b>\$29,700.00</b>	<b>\$4,672.00</b>			<b>\$6,500.00</b>	<b>\$2,730.00</b>	<b>\$32,010.00</b>	<b>\$3,360.00</b>	<b>\$72,840.00</b>	<b>\$23,000.00</b>	<b>\$18,760.00</b>	<b>\$9,840.00</b>	<b>\$12,570.00</b>	<b>\$216,902.00</b>	
<b>Task #3 - Bid Documents</b>																	
<b>3.1 Construction Plans / Project Manual / Bidding</b>																	
<b>State Aid Construction Plans</b>																	
State Aid construction plans/details/tabulations (segment 4)			98	10				4	1							421	
State Aid construction plans/details/tabulations (segment 5)			98				20	4	1							365	
Address City & MnDOT Review comments (x2)			16													66	
Plan quality control review & constructability review (x2)		8	16													24	
<b>Project Manual &amp; Engineer's Estimate (x2)</b>																	
Incorporate City front end & bidding documents		2	8													14	
Special provisions / DCP Forms			40	4			8									60	
Signal justification document			1				4									5	
Engineer's Estimate & bid tab		2	18	2			2		16							42	
Project Manual quality control review		4														8	
<b>Project Bidding (x2)</b>																	
Ad for bid & bidding assistance & bid opening/award			12													16	
Respond to bid questions & prepare addenda		1	16	1			2		8							32	
<b>Subtotal Hours</b>		<b>17</b>	<b>323</b>	<b>17</b>			<b>36</b>	<b>8</b>	<b>2</b>	<b>624</b>				<b>26</b>	<b>N/A</b>	<b>1053</b>	
<b>Task Hours Summary</b>		<b>17</b>	<b>323</b>	<b>17</b>			<b>36</b>	<b>8</b>	<b>2</b>	<b>624</b>				<b>26</b>	<b>N/A</b>	<b>1,053</b>	
<b>Task Fee Summary</b>		<b>\$3,910.00</b>	<b>\$53,295.00</b>	<b>\$4,964.00</b>			<b>\$9,000.00</b>	<b>\$1,560.00</b>	<b>\$330.00</b>	<b>\$74,880.00</b>				<b>\$2,834.00</b>	<b>\$20.00</b>	<b>\$150,793.00</b>	
<b>Task #4 - Construction Services</b>																	
<b>4.1 Construction Administration Assistance (x2)</b>																	
Attend Precon / Construction Administration Assistance			40												\$ 80.00	40	
<b>Subtotal Hours</b>			<b>40</b>												<b>N/A</b>	<b>40</b>	
<b>Task Hours Summary</b>			<b>40</b>												<b>N/A</b>	<b>40</b>	
<b>Task Fee Summary</b>			<b>\$6,600.00</b>												<b>\$80.00</b>	<b>\$6,680.00</b>	
<b>Project Summary</b>																	
<b>Project Hours Summary</b>		<b>41</b>	<b>669</b>	<b>38</b>	<b>48</b>	<b>64</b>	<b>23</b>	<b>212</b>	<b>34</b>	<b>1,289</b>	<b>185</b>	<b>135</b>	<b>48</b>	<b>20</b>	<b>38</b>	<b>N/A</b>	<b>2,844</b>
<b>Project Fee Summary</b>		<b>\$9,430.00</b>	<b>\$110,385.00</b>	<b>\$11,096.00</b>	<b>\$7,920.00</b>	<b>\$16,000.00</b>	<b>\$4,485.00</b>	<b>\$34,980.00</b>	<b>\$5,712.00</b>	<b>\$154,680.00</b>	<b>\$23,125.00</b>	<b>\$18,900.00</b>	<b>\$9,840.00</b>	<b>\$2,580.00</b>	<b>\$4,142.00</b>	<b>\$12,830.00</b>	<b>\$426,105.00</b>

(x2) - Hours provided are for 2 separate projects (segment 4 & segment 5)



Building a Better World  
for All of Us®

July 26, 2023

RE: Request for Proposal  
Engineering Services for Campus  
Connector Segments 4 & 5  
**COST PROPOSAL**  
RFP Number 23-99532  
SEH No. DULUT P-173822

City of Duluth Purchasing  
City Hall  
411 West 1<sup>st</sup> Street, Room 120  
Duluth, MN 55802

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this cost proposal for the Campus Connector Segments 4 & 5 projects. This cost proposal is based on the scope of services outlined and discussed in our separate proposal. The fee breakdown by task is as follows:

**Design Phase Services – Segments 4 & 5**

Design Services	\$410,970*
Bidding and Construction Services	\$14,200
Direct Expenses	\$930
<b>Total Cost</b>	<b>\$426,100**</b>

\* Includes Braun Intertec.

\*\* SEH can provide breakdown of Segments 4 & 5 if needed but they will be invoiced separately.

Value added design, including Junction Avenue signal upgrades and pedestrian crosswalk flashers systems at crossing locations, can be provided if requested by City.

The requested detailed work plan with identified efforts and hourly rates are enclosed.

The assumptions used to generate these costs are outlined as follows:

- City will provide GIS information including aerial photography, LiDAR, utilities, and right-of-way.
- City will provide "front end" bidding documents (bid forms, contract conditions, etc.) to be included with the overall project manual. City will lead bidding process.
- City will pay all permit fees.
- Topo survey will be full width of presumed 66' R/W along College Street R/W.
- Topographic survey will be to south R/W line along the south side of St. Marie Street and to back of existing curb along the north side and will include full intersection topo at cross streets.
- Topographic survey will be completed without snow cover.
- Field structure surveys include the following:
  - College Street - 26 storm structures & 12 sanitary structures
  - St. Marie Street – 35 storm structures & no sanitary structures
- City will provide traffic control assistance for field survey collection, if needed.
- Bidding assistance includes up to one (1) addenda.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, P.O. Box 229, Duluth, MN 55801-0229

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- NPDES permit will be secured by the selected contractor.
- No sanitary sewer design is included.
- No water main design is included for St. Marie Street.
- No lighting design is included.
- No signal or APS design is included for Junction Avenue intersection.
- No ADA improvements are included for the Junction Avenue or Woodland Avenue intersections with College Street.
- Trunk storm line along St. Marie Street will remain in existing location.
- Floodplain Zone A detailed study is available for Tischer Creek.
- Geotechnical Evaluation includes eight (8) borings to a depth of 10 feet for the trail (one every 400') and two (2) additional borings to a depth of 25 feet for the bridge replacement.
- Wetland impacts will include wetland replacement plan or De Minimis Exemption approval for wetland fill due to bridge abutments. If no permanent fill is proposed, SEH can prepare an application for wetland No Loss approval and for any temporary disturbance of wetlands for bridge installation.
- Two overall project sets of bidding documents will be provided (Segment 4 & 5 separate).
- No changes to the typical section will occur after 30% design.
- Design assumes level 3 ADA design at each quadrant for the project length.
- Two easements are included for Phase 4, two easements are included for Phase 5
- Right-of-way descriptions and exhibits will be created for College Street from Woodland to Junction and St. Marie Street from Woodland to Wallace Avenues.
- City will provide right-of-way from Wallace to Vermillion due to recent reconstruction.
- Right-of-way and easement negotiations will be performed by City.
- Pedestrian bridge will be a prefabricated steel bridge.
- If retaining wall is required, the standard City of Duluth detail STR-6 will be used.
- Three public meetings for each segment are included.
- Three UMD coordination meetings are included.

Additional services that may become necessary during the design of this project will be discussed when they arise. For this work we will charge our standard hourly rates.

The terms of this cost proposal are valid for the length of this project.

By selecting SEH, the City of Duluth can be assured that we will focus our energies on providing quality services for a successful and exceptional project outcome for this project!

Respectfully submitted,

SHORT ELLIOTT HENDRICKSON INC.



Matt Bolf, PE (Lic. MN, WI)  
Project Manager

# EXHIBIT B

July 26, 2023

Patrick Loomis, PE  
City of Duluth - Engineering Division  
411 W. 1st Street, Room 240 City Hall  
Duluth, MN 55802



## RE: Campus Connector Segments 4&5 Design Phase

Dear Mr. Loomis and Members of the Selection Committee:

The City of Duluth has an exciting opportunity with these phases of the Campus Connector multi-use path project. These segments will connect St. Scholastica, the University of Minnesota-Duluth (UMD), Chester Park, and Congdon neighborhoods to the popular Lakewalk trail system. With funding from the Transportation Alternative Program (TAP), State Aid, and local sources, the City aims to enhance trail connections, improve ride quality on St. Marie Street and College Street, extend the life of the water main, and eliminate lead services.

The completed project will benefit pedestrians, motorists, and residents. Our Short Elliott Hendrickson Inc. (SEH®) team is committed to serving as your partner as you implement these trail segments. Our proposal outlines key technical aspects, our approach, and how we will collaborate with you to ensure project success.

**Early coordination with UMD and the DNR is essential.** This coordination is necessary to resolve critical issues such as ownership agreements, permitting requirements, understanding and complying with UMD's design standards, and the acquisition of certifications, notably the "no rise" certification for the pedestrian bridge situated within a floodplain. By initiating this coordination promptly, our team will establish a solid foundation for the project and keep it on schedule.

**Prompt action is required to address technical issues affecting pedestrian safety and construction staging.** The current unsafe crossing at the Vermillion Road trail, located on a sharp curve, requires careful consideration despite limited options due to the Vermillion Street bridge and surrounding topography. Moreover, the busy intersection of Woodland Avenue and St. Marie Street, accommodating over 17,000 vehicles daily, demands planning to minimize traffic disruption. Our team will strategically devise staging and traffic control solutions, mitigating any inconvenience to motorists while prioritizing pedestrian safety.

**SEH has a successful track record in project management with the City of Duluth.** Our experienced team, including Tyler Yngsdal and Matt Bolf, is prepared to provide comprehensive oversight to ensure the project schedule is met. We recognize the importance of a strong working relationship between our project managers and your staff and acknowledge the demanding workload for City staff. We will develop a detailed Project Management Plan, outlining effective communication protocols and progress updates, to support and assist the City in moving this project forward efficiently.

Identifying and addressing issues early on will provide clarity on project costs and ensure adherence to the schedule, protecting project funding. As your partner, we are committed to making your vision a reality. We are excited about the opportunity to collaborate with the City and bring this project to fruition, benefitting the community and enhancing connectivity in Duluth.

Sincerely,



**TYLER YNGSDAL** PE (MN)  
PROJECT MANAGER  
tyngsdal@sehinc.com  
218.279.3001



**MATT BOLF** PE (MN)  
PRINCIPAL-IN-CHARGE  
mbolf@sehinc.com  
218.279.3025

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55802-1512  
218.279.3000 | 888.722.0547 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)  
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Contract No. L30860

# 1. Goals and Objectives

## BACKGROUND

The Campus Connector project aims to connect St. Scholastica, UMD, and the Chester Park and Congdon Park neighborhoods to the popular Lakewalk trail system in Duluth. Previous construction efforts left gaps through UMD and along St. Marie Street, hindering the completion of this vital connection.

Recognizing the significance of finishing the project, the City of Duluth secured TAP funding, amounting to \$440,000 for Phase 4 and \$384,094 for Phase 5. The completion of these phases is scheduled for 2026. Additionally, Municipal State Aid and local funding will be allocated for reconstructing College Street, replacing water mains and lead services, reconditioning St. Marie Street, and updating signals.

## GOALS

A successful project for Phases 4 and 5 of the Campus Connector will implement the following specific outcomes:

- ① **Safe pedestrian facility:** The completed project will provide a safe environment for walking, biking, rolling, and scooting from St. Scholastica to the Lakewalk, ensuring the well-being of pedestrians and promoting active transportation.
- ② **Improved street crossings:** Street crossings will be enhanced to minimize crossing distances and increase visibility for motorists, ensuring safer interactions between pedestrians and vehicles.
- ③ **Safer drinking water:** Residents along College Street will benefit from the installation of new water mains and the elimination of lead water services, ensuring safer and healthier drinking water.
- ④ **Positive stakeholder experience:** By actively engaging with the public and coordinating with UMD early on, we will ensure that stakeholders have a positive experience, addressing their concerns and incorporating their input into the design process.
- ⑤ **Improved ride quality:** Motorists will experience improved ride quality along College and St. Marie Street, enhancing the overall driving experience in the area.
- ⑥ **Green infrastructure solutions:** The project will incorporate practical green infrastructure solutions within newly created boulevards, aligning with the City's commitment to sustainability while ensuring ease of maintenance.

We will work with you to accomplish these goals for Phases 4 and 5, fulfilling the vision of the Campus Connector project.

## OBJECTIVES

Our 20-plus years of experience delivering trail projects for Duluth and other clients has taught us that the critical path schedule items on trail projects typically are **assembling the land rights through easements and permits and environmental documentation** (e.g., Project Memorandum, Minnesota Department of Natural Resources (MnDNR), MPCA permits).

By focusing on early identification and acquisition of easements and agreements, along with early agency coordination letters, we have the process to keep your project on schedule. Our approach to addressing this project's key issues will be built on the overall objectives outlined below.

### EASEMENTS/AGREEMENTS

There are three primary considerations related to easements and agreements:

#### ① **UMD property and pedestrian bridge**

The project involves constructing a new pedestrian bridge and approximately 500 ft. of trail on UMD property. This requires reaching agreements on ownership and maintenance responsibilities of the bridge and trail, as well as developing easements and agreements to formalize the arrangement. Given that UMD may have specific design standards for their campus, and they are a separate MS4 from the City, we need to understand and comply with their review and approval process. The City has made significant progress in

establishing a shared understanding of goals with UMD staff, including Jonna Korpi, and we are committed to continuing this collaboration throughout the project's progression. Collaboration with UMD will be a top priority to address their requirements and seek valuable input during the design and permitting process.

#### ② **Temporary/permanent easements**

Our approach to securing temporary and permanent easements will focus on establishing clear communication with homeowners and businesses.

- **College Street** – Our preliminary work has not found documented right-of-way for College Street from east of Junction Avenue to Clover Street. Our research indicates that the area was platted

in the 1920s and subsequently purchased by UMD, leading to the vacation of the plats. However, it appears the north half of the street was not vacated and it remains unclear if any easements were dedicated for the street during this process. We will engage in discussions with the City to explore this matter further. One approach would involve hiring a title company to conduct research on any unfiled records that might have reserved an easement for the street. If such records are not found, we could then proceed with establishing new right-of-way descriptions and exhibits, suitable for negotiations with UMD and filing with St. Louis County, to ensure a clear path forward.

- **St. Marie Street** – Our research has found it does not appear that the right-of-way for St. Marie Street from Woodland Avenue to Wallace Avenue is currently established. As discussed above with College Street, it appears the south half of the street was not vacated. Our approach would include working with the City to determine if any records are available and then establishing new right-of-way descriptions and exhibits if needed.
- **Homeowners** – We will ensure smooth sidewalk and catwalk connections to the new trail, and we will provide driveway access during construction. The need for temporary easements will be identified and communicated to home owners.
- **Businesses** – We will work closely to finalize the driveway layout and ensure uninterrupted access during construction.

③ **Environmental documentation**  
Team member Sam Turrentine has completed eight Project Memorandums in Duluth in the past 10 years. We know the Federal Aid system well and will ensure your funding is secured.

Our specific tasks include:

- Early submittal of agency coordination letters and follow up with agencies.
- Meet with MnDOT State Aid staff to inform them of the project schedule and proposed design.
- Prepare draft Project Memorandum immediately after kickoff meeting and allow your staff to review. This will be used as the basis of the final submittal.
- Identify project components including trail, bridge, and ADA improvements.
- Review to confirm that proposed improvements meet current State standards. If any design exceptions are needed, they will be prepared for inclusion into the final Project Memorandum submittal to help expedite City and State Aid staff review and approval.

#### **STREAM/FLOODPLAIN MODELING**

The pedestrian bridge is located within the floodplain of the West Branch of Tischer Creek. Obtaining a "no rise" certification will be required for permitting of the bridge. Our approach will include:

- Initial bridge design that meets design standards and aligns with existing topography.
- Perform floodplain modeling to ensure the trail's elevation does not hinder the 100-year flood event.
- Modify the bridge design as necessary to achieve a "no rise" condition.
- Document the process in a memorandum for review and approval by the City and MnDNR.

This crucial task will be prioritized early on to keep the project on schedule.

#### **PEDESTRIAN SAFETY**

Our approach to enhancing pedestrian safety will include

comprehensive improvements at key crossings that include the following:

- Implement suitable traffic control measures, such as signals, striping, and signage, at the Woodland Avenue crossing to enhance pedestrian safety and ensure efficient traffic flow.
- Assess the intersections of College Street and St. Marie Street to guarantee sufficient pedestrian access to campus, supporting the off-campus rental housing in the area.
- Assess the geometry and conditions at the Vermillion Road crossing and explore various options to improve safety, including potential street closures or the installation of flashing beacons.
- Engage with relevant stakeholders, including residents and local authorities, to gather input and ensure the proposed safety enhancements address their concerns effectively.

#### **COLLEGE STREET RECONSTRUCTION**

The primary focus of this project is to finalize the Campus Connector. However, the most significant and costly part involves reconstructing 3,000 ft. of College Street, stretching from Woodland Avenue to Junction Avenue. Our site review indicates that we anticipate reconstructing the street to its current width and lane configuration. This will preserve crucial parking spaces on the south side, essential for off-campus rental housing in the vicinity.

The Campus Connector will be constructed on the north side of College Street, replacing the existing concrete sidewalk. This will align with the trail construction west of Junction Avenue, maintaining a green boulevard. To comply with the City's MS4 requirements, stormwater treatment needs to be provided. Given limited right-of-way space, we are planning to design two structural manhole BMPs within the roadway.

If deemed unfeasible, we will explore alternative options like shallow swales in the boulevard.

In addition, we will collaborate with the utility department to coordinate the replacement of the 4 in. and 6 in. water main. Our coordination efforts will include determining the preferred pipe alignment, method of service replacement, and planning for temporary water during construction.

#### LEAD SERVICE REPLACEMENT

Our steps for this key objective will include the following:

- Document existing conditions on properties and within basements to accurately assess the scope of lead service replacement required.
- Develop special provisions and guidelines detailing the procedures for performing work inside homes, ensuring safety, minimizing disruption, and complying with relevant regulations.
- Conduct comprehensive outreach and education campaigns to engage homeowners, explain the importance of lead service replacement, and obtain their buy-in and approval for the necessary work.

#### ST. MARIE STREET

##### *Carver Avenue to Woodland Avenue intersection*

The proposed typical section involves moving the south curb line in and converting St. Marie Street to three lanes of traffic, with two westbound lanes to accommodate an off-street bike trail. However, before finalizing the street layout, we will assess the necessity of maintaining an eastbound right-turn lane at Woodland Avenue. If deemed essential, the lane configuration may result in two eastbound lanes and one westbound lane.

##### *Wallace Avenue to Vermillion Road*

This section of roadway is narrow and immediately adjacent to the Vermillion Road bridge, restricting

major road reconfigurations or grade changes. The RFP lacks specific details about the proposed trail condition in this area. Therefore, we will explore and discuss various options with the City, including:

- Establishing an on-street bike boulevard, sharing the road with motorists.
- Creating a widened sidewalk on the south side of the street, which would require relocating a Minnesota Power pole, rock excavation, and necessitate a design exception from State Aid trail standards.
- Assessing the feasibility of closing this portion of the road to vehicular traffic.
- Exploring options for safer street crossings to the existing trail on the east side of Vermillion Road.

#### STAGING AND TRAFFIC CONTROL

With our knowledge of Woodland Avenue traffic and discussions with UMD staff, staging and traffic control will be critical project components determining success.

- **UMD** – The campus is primarily accessed by College Street and St. Marie Street. Both streets are planned for reconstruction or reconditioning, making construction staging essential to maintain proper access to UMD throughout the process.
- **Woodland Avenue** – Carrying over 17,000 vehicles per day, careful planning for intersection closures or modifications is necessary to limit traffic impacts. This includes signal modifications, curb radius construction, striping, and trail construction.

#### PROJECT MANAGEMENT PLAN

We will develop a Project Management Plan (PMP) that will detail how the project will be delivered and articulate the following:

- Clear communication plan between Tyler and Patrick

including protocols, timing, and methods for sharing project information, including timely updates and progress tracking.

- Develop a comprehensive schedule and milestone tracking system.
- Keep Patrick informed by facilitating bi-weekly PM meetings and provide written monthly progress reports summarizing project activities and achievements.

#### QUALITY ASSURANCE/ QUALITY CONTROL (QA/QC)

We will customize our companywide QA/QC review program to develop an ongoing QA/QC process that will help limit and plan field changes. As project manager, Tyler will develop a Quality Management Plan (QMP) that will provide the structure for the development of these protocols. This up-front planning mitigates risk and is effective in reducing miscommunications, errors in plans, or slips in project schedules.

#### PUBLIC INVOLVEMENT

**Our approach to public involvement will identify issues, respond to interests and needs of multiple stakeholder groups, strike a balance between idyllic conditions and affordability/constructability, and work toward equitable solutions.** We do this through honest, two-way communication to set clear expectations with the public and understand the highest priorities and needs.

**The next page illustrates our comprehension of the primary project issues for both segments. Our team's approach will center around early identification of these concerns and strategic planning for their mitigation.**

# PROJECT ISSUES AND OPPORTUNITIES | SEGMENTS 4 AND 5



- 1** Access to campus will be limited during certain construction activities. Phasing and scheduling considerations will be critical.
- 2** Utility box/push button/utility vault/hydrant all likely need relocation near intersection.
- 3** Signals and APS system likely in need of upgrades even though ADA ramps look to have been recently completed. Busy traffic when school is in session. Traffic control/detouring, phasing, and planning required.
- 4** Coordination for continuous access at fire hall during construction.
- 5** Establish R/W/easement for north half of College Street.
- 6** Storm sewer along College street may need upgrades.
- 7** Mature trees along existing sidewalk. Will want to avoid these trees with new trail design.
- 8** All intersections along College Street will require ADA upgrades with reconstruction of the roadway.
- 9** Coordination with UMD for determination of proposed trail location and typical section.
- 10** Existing UMD stormwater feature will need adequate protection.
- 11** Existing manholes in boulevard, adjustments likely required.
- 12** Connections to existing segment 4 trail system.
- 13** Possible lead service line replacement identified in RFP. SEH has recent experience with the City of Duluth for the inventory and replacement of lead service lines.
- 14** Existing trail transitions between connected to curb to a grassed boulevard section. Need to establish the best approach through the corridor.
- 15** UMD is a separate MS4 entity and work within their campus will need to comply with their MS4 requirements in addition to City standards.
- 16** Trail will be on UMD property. Requires easements, location coordination, and private utility locates.
- 17** Wetland delineations.
- 18** Coordination with UMD for existing/proposed amenities at stream crossing. UMD currently monitors and studies the stream.
- 19** Narrow bridge will have to be replaced. Bridge is in flood plain and trout stream - DNR and FEMA coordination needed.



- 1** Narrowing roadway on south side. Storm sewer relocations will be likely.
- 2** Steep grades and concrete steps to residential housing along W. St. Marie St. Possible easements for construction with possible step reconstruction.
- 3** Proposed typical calls for street narrowing with single lane for east bound traffic. If right turn lane at Woodland will be required, lane configurations may be altered and have possible conflicts with power poles, retaining wall, and bank building.
- 4** Business coordination for traffic control and detouring.
- 5** Busy intersection requiring ADA improvements and signal/APS improvements. Traffic control/detouring coordination and staging are very important.
- 6** Need to coordinate new trail/access needs with business owners.
- 7** Utility coordination with power poles potentially in conflict with trail.
- 8** Steep driveway connects.
- 9** Ledge rock and steep slope.
- 10** Establish R/W/easement for portions of roadway along St. Marie Street.
- 11** Proposed on-street bike lane connection will likely add to driver and bicyclist confusion. Potential safety hazard.
- 12** Existing trail ends into middle corner of intersection with no stop controls. Creative planning and concepts will be required. Possibly re-alignment of intersection or possibly close roadway between Wallace and Vermillion.

## SEGMENT 4

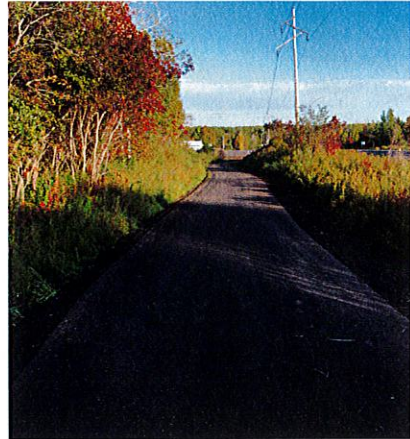
## SEGMENT 5



## 2. Experience

**Our project team has been working directly with the City of Duluth on infrastructure projects for more than 20 years.** We work within the guidelines of both the 2019 City of Duluth Standard Construction Standards and the 2022 Engineering Guidelines. You can be confident we understand your design review process, public involvement expectations, and bidding requirements and "front end" documents for proposal packages.

### TH 73 TRAIL – PHASE 1 MOOSE LAKE, MN



#### FEATURES

- 6,100 ft. of new multi-use trail along City, County, and State rights-of-way
- ADA improvements
- Signal modifications for new pedestrian crossings
- State Aid minimum standards for bicycle path design
- Conversion of rural county road section to urban county road section with new storm sewer and multi-use trail

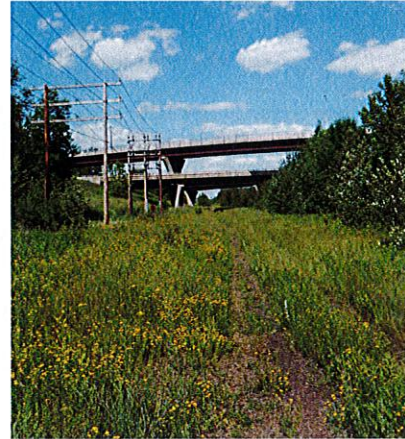
#### RELEVANCE TO CAMPUS CONNECTOR

- State Aid plans and specifications approval
- Off-street trail planning
- Public involvement
- Permanent and temporary easements

#### TEAM MEMBERS

- Tyler Yngsdal – Project Manager and Lead Design
- Matt Bolf – Senior Project Engineer and QA/QC
- Chris Larsen – Survey
- Natalie White – Wetland Delineation/ Impact Permitting
- Chloe Gloeckner – Water Resources

### CROSS CITY TRAIL DULUTH, MN



#### FEATURES

- 7.5 mile project with federal, state, and local funding
- Connects existing Munger Trail to Lakewalk
- Pedestrian bridge over Keene Creek
- Bicycle and pedestrian trail
- Land acquisition from two major railroads and private entities

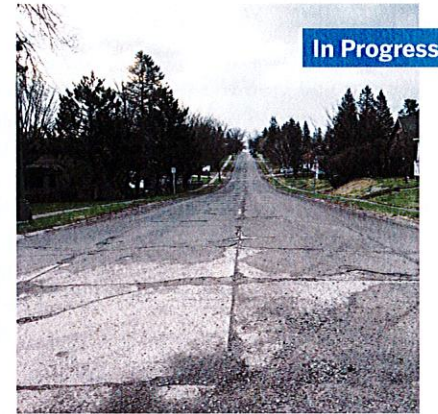
#### RELEVANCE TO CAMPUS CONNECTOR

- Extensive public involvement
- Corridor planning for 7.5 miles of new trails through urban and commercial areas
- Alternative analysis, cost estimates, and constructibility reviews
- FHWA and NEPA documentation

#### TEAM MEMBERS

- Matt Bolf – Project Manager
- Tyler Yngsdal – Design Engineer
- Chris Larsen – Survey
- Natalie White – Wetland Delineation/ Impact Permitting
- Sam Turrentine – Project Memorandum

### 2ND STREET RECONSTRUCTION PROCTOR, MN



#### FEATURES

- 0.35 miles of urban trail design
- Sidewalks for pedestrians and new 10 ft. wide trail
- ADA curb ramp design
- Complete public utility reconstruction
- Public water permitting

#### RELEVANCE TO CAMPUS CONNECTOR

- Trail design through heavily used urban roadway
- Stakeholder coordination with City, MnDOT, and school district
- State Aid plans and specification approval
- Temporary easements

#### TEAM MEMBERS

- Tyler Yngsdal – Project Manager
- Matt Bolf – Senior Project Engineer and QA/QC
- Chris Larsen – Survey
- Natalie White – Wetland Delineation
- Chloe Gloeckner – Water Resources

### 3. Personnel

We recognize you need and deserve a consultant team with local resources, trail, street, bridge, and utility design experience, proven public involvement skills, and knowledge of the Federal/State Aid process to pull all aspects of this project together without worry.

**Our SEH team has a long track record of successful Duluth projects and is experienced working together on similar projects**, and our project manager has extensive relevant experience with both trail and street reconstruction to bring you a cohesive team for your project. The personnel for your project are shown below.

#### **TYLER YNGSDAL** PE (MN) PROJECT MANAGER



**Tyler will lead the project using his experience managing planning, agency coordination, public involvement, preliminary design, final design, permitting, and construction for a wide variety of projects.** Tyler has been with SEH for 11 years working on municipal street and utility design projects. He works closely with Matt Bolf as assistant city engineer in Moose Lake and Proctor. He has served as the lead project manager for several local infrastructure projects, including similar trail projects in the region. Tyler has extensive trail and street design experience along with a strong understanding of the State Aid requirements and review and approval process.



**EDUCATION**  
Bachelor of Science  
Civil Engineering  
North Dakota State University-Fargo



**REGISTRATIONS/CERTIFICATIONS**  
Professional Engineer in MN

#### **TYLER'S RELEVANT EXPERIENCE WITH TRAIL AND STREET DESIGN AND STATE AID PROCESS INCLUDES THE FOLLOWING PROJECTS:**

- o TH 73 Trail Phase 1 – Moose Lake, MN (*State Aid - Project Manager and Lead Designer*)
- o TH 73 Trail Phase 2 (currently being designed) – Moose Lake, MN (*State Aid - Project Manager and Lead Designer*)
- o 2nd Street Reconstruction and Multi-Purpose Trail – Proctor, MN (*State Aid - Project Manager and Lead Designer*)
- o Soo Line Trail Reconstruction – Moose Lake MN (*Project Manager and Lead Designer*)
- o Almac Drive/6th Street and Utility Reconstruction – Proctor, MN (*State Aid - Project Manager Assistant and Lead Designer*)
- o 4th Street/Utility Reconstruction – Moose Lake, MN (*Project Manager and Lead Designer*)
- o Market/Loberg Reconstruction – Hermantown, MN (*State Aid - Project Manager Assistant and Lead Designer*)
- o Cross City Trail Phases 1-4 – Duluth, MN (*Lead Designer and State Aid QA/QC*)



**OUR TEAM IS EXCITED TO HAVE THE OPPORTUNITY TO WORK WITH CITY STAFF TO EXPAND THE VAST NETWORK OF CITY TRAILS BY COMPLETING THIS SEGMENT OF THE CAMPUS CONNECTOR.**

TYLER YNGSDAL | PROJECT MANAGER





**MATT BOLF** PE (MN, WI)  
 PRINCIPLE-IN-CHARGE, PUBLIC  
 ENGAGEMENT, FEDERAL/  
 STATE AID COMPLIANCE

**Matt will serve as principal-in-charge for our team and lead public engagement activities.** With more than 23

years of experience including many types of projects with Duluth, he will attend the kick-off and project update meetings, lead the public involvement, assist with coordination of the City departments, and provide QA/QC on the State Aid process. In this role, Matt will strive to make sure Duluth's expectations are met.

**MATT'S RELEVANT FEDERAL AID TRAIL EXPERIENCE WITH CITY OF DULUTH INCLUDES THE FOLLOWING:**

- o Lakewalk East Extension Phases 1-5 – Duluth, MN (included two pedestrian bridges, one large retaining wall - Project Manager)
- o Cross City Trail Phases 1-4 – Duluth, MN (included two pedestrian bridges on Phase 4 - Project Manager)
- o Almac Drive/6th Street and Utility Reconstruction – Proctor, MN (State Aid - Project Manager)
- o West Superior Street Reconstruction – Duluth, MN (Federal Aid - Project Manager)



**CHRIS LARSEN** PLS (MN)  
 SURVEYOR

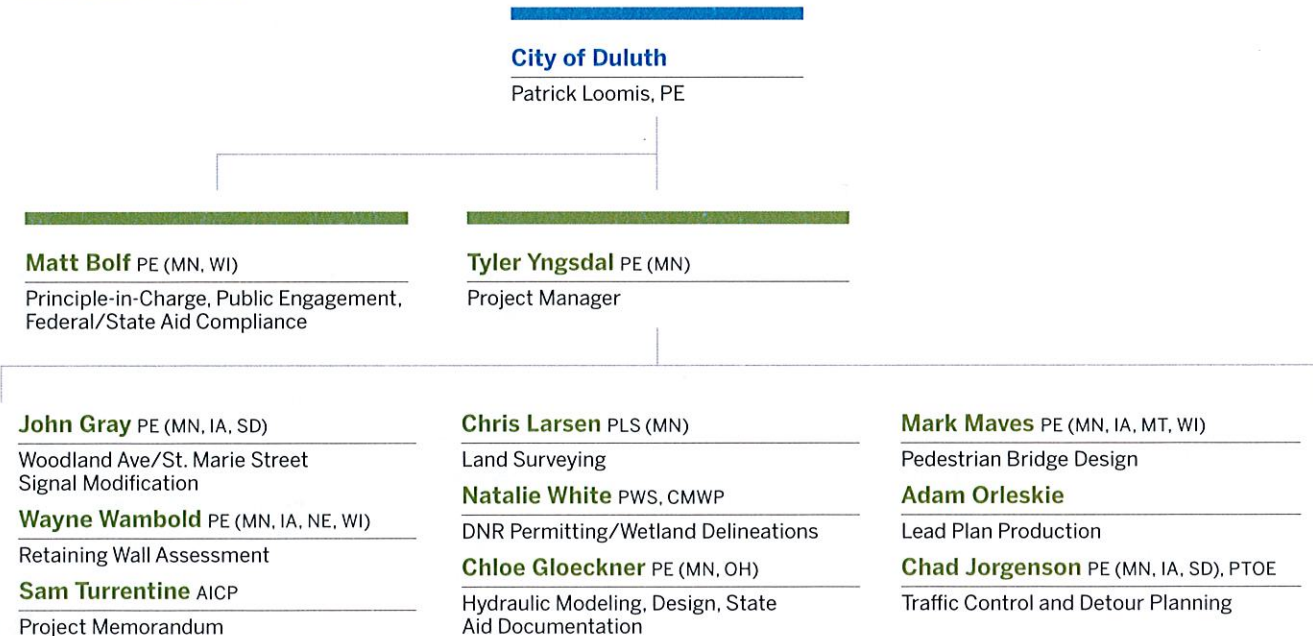
**Chris will establish the right-of-way on College and St. Marie Street, and he will provide easement descriptions and exhibits for any necessary easement**

**or right-of-way acquisitions.** He is a licensed surveyor in the State of Minnesota with 22 years of experience, with a focus in municipal and county projects. As a former employee of St. Louis County for several years, Chris will use his working knowledge of St. Louis County survey practices as he develops the exhibits and descriptions as needed for the project.

**CHRIS SERVED AS THE LICENSED LAND SURVEYOR FOR THE FOLLOWING PROJECTS:**

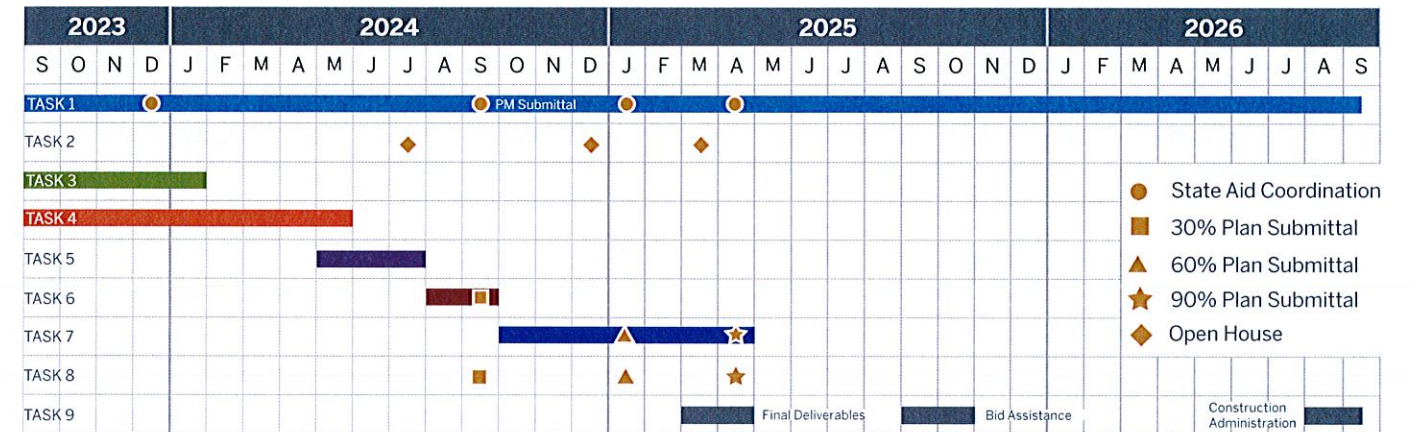
- o Cross City Trail Phases 1-4 – Duluth, MN (Surveyor)
- o TH 73 Trail Phase 1 – Moose Lake, MN (Surveyor)
- o 2nd Steet Reconstruction – Proctor, MN (Surveyor)
- o Almac Drive/6th Street and Utility Reconstruction – Proctor, MN (Surveyor)
- o Market/Loberg Reconstruction – Hermantown, MN (Surveyor)

**PROJECT TEAM**



# 4. Work Plan and Work Schedule

We developed our work plan for this project to meet the key milestones of the schedule and deliver successful outcomes for the City of Duluth. On these pages you will find an overview of the project schedule, the individuals assigned to lead each task in the scope of services, and the steps to complete these tasks.




**TASK 1**  
PROJECT MANAGEMENT/ AGENCY COORDINATION DELIVERABLES



Tyler Yngsdal

- Kickoff meetings
- Monthly PMT meetings/ progress reports
- Quality Management Plan
- State Aid meeting
- UMD meetings (3)
- DNR/FEMA preliminary permit meeting
- Parking Commission meeting
- DTA access and W. St. Marie Street modification coordination meeting
- Fire Department access

**TASK 2**  
PUBLIC INVOLVEMENT DELIVERABLES



Matt Bolf

- Open House Meetings (3)
- St. Marie Street business owner meetings
- Design concept figures
- Meeting materials and summaries


**TASK 3**  
INITIAL SITE VISIT CONSULTATIONS DELIVERABLES




Tyler Yngsdal

- City GIS information collection
- City monument/easement records
- Site visit
- Review project scope with City
- Project Memorandum early coordination letters

**TASK 4**  
RECONNAISSANCE, FIELD SURVEYS, AND GEOTECHNICAL EXPLORATION DELIVERABLES



Tyler Yngsdal



Natalie White

- Topographic survey
- Establish R/W and ex. easements
- Geotechnical borings and recs
- Retaining wall evaluations
- Tree impact survey
- One call documentation
- W. Branch Tischer Creek survey
- Wetland delineations

**TASK 5**  
PRELIMINARY RECOMMENDATIONS AND COSTS DELIVERABLES



Tyler Yngsdal



Matt Bolf



John Gray

- Review existing information for completeness
- Preliminary concept design
- Traffic signal memorandum
- Preliminary cost estimate
- City review meeting
- Define project limits to meet budget constraints

**TASK 6**  
PRELIMINARY DESIGN DELIVERABLES



Tyler Yngsdal



Mark Maves



Chloe Gloeckner

- Preliminary design layouts
- Hydraulic design memorandum
- Green infrastructure recommendations
- Preliminary bridge layout
- Road alignment and profile
- Temporary and permanent easements
- Lead service identification and coordination
- Preliminary Project Memorandum
- 30% plan review

**TASK 7**  
PLANS AND SPECIFICATIONS  
DELIVERABLES

- o 60% plans
- o 90% plans
- o Final trail, road, and bridge plans
- o Special provisions
- o Federal/State Aid review and coordination
- o Final Project Memorandum



Tyler Yngsdal



Matt Bolf

**TASK 8**  
COST ESTIMATES  
DELIVERABLES

- o 30% cost estimate
- o 60% cost estimate
- o 90% cost estimate
- o Final engineer's estimate



Tyler Yngsdal



Matt Bolf

**TASK 9**  
PROJECT BIDDING/  
CONSTRUCTION ASSISTANCE  
DELIVERABLES

- o Final deliverables to City
- o DCP documents
- o Drainage Report
- o R/W certificates
- o Bidding assistance
- o Pre-bid meeting
- o Construction administration



Tyler Yngsdal

## 5. References

As a 100% employee-owned company, the foundation of SEH's success is grounded in the satisfaction of our client partners. The following list provides a number of recent and relevant project references. We encourage you to contact each reference to verify the commitment we make to each client partner and, ultimately, to further explore how the proposed SEH team may best serve on your behalf.

**CITY OF PROCTOR**

Jess Rich, City Administrator  
jrich@proctormn.gov  
218.628.6261

**CITY OF MOOSE LAKE**

Ellissa Owens, City Administrator  
eowens@ci.mooselake.mn.us  
218.485.4010

**CARLTON COUNTY**

JinYeene Neumann, County Engineer  
jinyeene.neumann@co.carlton.mn.us  
218.384.9150





# WORKPLAN

July 21, 2023

Billing Title	CSM	PM	PE	Planner	PE	PE	PE	Scientist	Tech	Survey Crew Chief	Survey Tech	PLS	Accounting Rep	Admin Tech	Total
Employee Name	M. Bolf	T. Yngsdal	M. Maves	S. Turrentine	J. Gray / W. Wambold	C. Jorgenson	C. Gloeckner	N. White	Orleskie / Willoughby / Dantzman	S. Yeats	K. Anderson	C. Larsen	S. Austin	M. Hayes	
<b>Task #1 - Project Management / Meetings / Coordination</b>															
<b>1.1 Project Management &amp; General (x2)</b>															
PM / Accounting / Written progress reports	2	40											20	2	64
Develop Quality Control Plan and QMP	2	8							4						14
<b>Subtotal Hours</b>	<b>4</b>	<b>48</b>							<b>4</b>				<b>20</b>	<b>2</b>	<b>78</b>
<b>1.2 Meetings &amp; Agency Coordination (x2)</b>															
Kickoff meeting and walkthrough with City staff	2	8							6					1	17
Gather client data and review for completeness		2			1		1		8						12
Kickoff meeting with SEH staff & internal review mtgs	2	6	1		1	1	2	1	4	1	1				20
Pre-design meeting with utilities		4							8					2	14
Coord. Meetings - Public (x3), UMD (x3), FD (x1), DTA (x1)	8	24	2				1	1	12					3	51
Parking Commission meeting	2	4							4					1	11
Design review meetings with City (30/60/90)		12							12					3	27
Funding Agency coordination	2	12													14
Regulatory Agency coordination		6	2				12	12							32
Project Memorandum				48											48
<b>Subtotal Hours</b>	<b>16</b>	<b>78</b>	<b>5</b>	<b>48</b>	<b>2</b>	<b>1</b>	<b>16</b>	<b>14</b>	<b>54</b>	<b>1</b>	<b>1</b>			<b>10</b>	<b>246</b>
<b>Task Hours Summary</b>	<b>20</b>	<b>126</b>	<b>5</b>	<b>48</b>	<b>2</b>	<b>1</b>	<b>16</b>	<b>14</b>	<b>58</b>	<b>1</b>	<b>1</b>		<b>20</b>	<b>12</b>	<b>324</b>
<b>Task #2 - Preliminary Engineering</b>															
<b>2.1 Reconnaissance/Field Surveys/Geotechnical</b>															
OneCall & Utility Coordination Process (x2)		10							24	4					38
Wetland Delineation (x2)								8							8
Geotechnical subconsultant soil borings & report (x2)		2							2						4
Segment 4 topographic survey & control										92	12	2			106
Segment 5 topographic survey & control										68	8	1			77
<b>Subtotal Hours</b>		<b>12</b>						<b>8</b>	<b>26</b>	<b>164</b>	<b>20</b>	<b>3</b>			<b>233</b>
<b>2.2 Right-of-Way &amp; Permitting</b>															
Bridge & Wetland Permitting		2					16	12							30
Draft existing R/W mapping (x2)										20	50	5			75
Identify R/W / easement needs (x2)		2							4		4				10
Develop R/W / easement documents (x2)		2							20		60	40			122
<b>Subtotal Hours</b>		<b>6</b>					<b>16</b>	<b>12</b>	<b>24</b>	<b>20</b>	<b>114</b>	<b>45</b>			<b>237</b>
<b>2.4 Preliminary Design</b>															
<b>Preliminary Road &amp; Trail Design (x2)</b>															
Preliminary conceptual layouts and estimates (2 options)	1	12	2						75						90
Create CAD basemap and existing surface		4							32						36
Typical Sections and Alignments		6							40						46
Roadway/Trail modeling (profiles, assemblies, corridor)		30							140						170
Geometrics and ADA design		30							120						150
Bridge Design & River Modeling		2	12					54	18						86
Retaining wall evaluation					2										2
<b>Drainage/Storm Sewer Design (x2)</b>															
Delineate drainage basins & design flows		4						24							28
Calculate catch basin spacing & roadway spread		4						16							20
Storm layout / sizing / pipe networks		8						32	36						76
Stormwater treatment BMP design		2						12							14
Drainage Report/Agency submittals		4						40							44
<b>Water Main Design</b>															
Water main design / profiles / phasing		4							12						16
Lead service replacement design		2							8						10
<b>Traffic Design</b>															
Traffic phasing layouts & traffic control design (x2)		4				6			8						18
Traffic signing & striping improvements (x2)		4				6			12						22
Woodland Ave and Wallace to Vermillion layout design		4				2			8						14
Woodland Ave Signal/APS design		2				24									26
<b>Cost Estimating (x2)</b>															
30% Cost Estimate (preliminary form)	1	8	1						16						26
60% Cost Estimate (based on quantity take off & bid items)	1	14	1						16						32
90% Cost Estimate	1	14							16						31
<b>Subtotal Hours</b>	<b>4</b>	<b>162</b>	<b>16</b>		<b>26</b>	<b>14</b>	<b>178</b>		<b>557</b>						<b>957</b>
<b>Task Hours Summary</b>	<b>4</b>	<b>180</b>	<b>16</b>		<b>26</b>	<b>14</b>	<b>194</b>	<b>20</b>	<b>607</b>	<b>184</b>	<b>134</b>	<b>48</b>			<b>1,427</b>
<b>Task #3 - Bid Documents</b>															
<b>3.1 Construction Plans / Project Manual / Bidding</b>															
<b>State Aid Construction Plans</b>															
State Aid construction plans/details/tabulations (segment 4)		98	10			4	1		308						421
State Aid construction plans/details/tabulations (segment 5)		98			20	4	1		242						365
Address City & MnDOT Review comments (x2)		16							50						66
Plan quality control review & constructability review (x2)	8	16													24
<b>Project Manual &amp; Engineer's Estimate (x2)</b>															
Incorporate City front end & bidding documents	2	8												4	14
Special provisions / DCP Forms		40	4		8									8	60
Signal justification document		1			4										5
Engineer's Estimate & bid tab	2	18	2		2				16					2	42
Project Manual quality control review	4													4	8
<b>Project Bidding (x2)</b>															
Ad for bid & bidding assistance & bid opening/award		12												4	16
Respond to bid questions & prepare addenda	1	16	1		2				8					4	32
<b>Subtotal Hours</b>	<b>17</b>	<b>323</b>	<b>17</b>		<b>36</b>	<b>8</b>	<b>2</b>		<b>624</b>					<b>26</b>	<b>1,053</b>
<b>Task Hours Summary</b>	<b>17</b>	<b>323</b>	<b>17</b>		<b>36</b>	<b>8</b>	<b>2</b>		<b>624</b>					<b>26</b>	<b>1,053</b>
<b>Task #4 - Construction Services</b>															
<b>4.1 Construction Administration Assistance (x2)</b>															
Attend Precon / Construction Administration Assistance		40													40
<b>Subtotal Hours</b>		<b>40</b>													<b>40</b>
<b>Task Hours Summary</b>		<b>40</b>													<b>40</b>
<b>Project Summary</b>															
<b>Project Hours Summary</b>	<b>41</b>	<b>669</b>	<b>38</b>	<b>48</b>	<b>64</b>	<b>23</b>	<b>212</b>	<b>34</b>	<b>1,289</b>	<b>185</b>	<b>135</b>	<b>48</b>	<b>20</b>	<b>38</b>	<b>2,844</b>

(x2) - Hours provided are for 2 separate projects (segment 4 & segment 5)

SHORT ELLIOTT HENDRICKSON INC.

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CAMPUS CONNECTOR SEGMENTS 4&5 DESIGN PHASE