PROFESSIONAL ENGINEERING SERVICES AGREEMENT

LHB, 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: **LHB, INC.**
Address: **21 West Superior Street, Suite 500, 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 **440-038-5530; SIP2026-2255**; Project # **2255**; and Resolution No. **25-0468R**, passed on **June 9, 2025**.

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

Project Number: **2255**
Project Name: **2026 Street Preservation (Morley Heights/Parkview)**
Project Description: **Engineering design services for the 2026 street preservation project for Morley Heights and Parkview.**

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.

	Phase	Description
☒	A.	Study and Report Phase
☒	B.	Preliminary Survey Phase
☒	C.	Preliminary Design Phase
☒	D.	Final Design Phase
☒	E.	Bidding Phase
☐	F.	Construction Survey and Layout Phase
☐	G.	Construction Administration and Inspection Phase

SECTION I. GENERAL

A. ENGINEER

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

B. NOTICE TO PROCEED

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

C. TIME

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

D. CITY'S REPRESENTATIVE

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

E. ENGINEERING GUIDELINES

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

F. SUBCONSULTANTS

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

☒ Included in this Agreement
☐ Not included in this Agreement

The Engineer shall:

1) City's Requirements

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

2) Advise Regarding Additional Data

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

3) Technical Analysis

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

4) Economic Analysis

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

5) Report Preparation

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

6) Report Presentation

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

7) Supplementary Duties

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

8) Completion Time

The Study and Report Phase shall be completed and report submitted by **August 30, 2025**.

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 **August 30, 2025**.

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 **September 30, 2025**.

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 **March 30, 2026**.

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 **April 30, 2026**.

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

detriment of City, in which case Engineer shall indemnify, defend, and hold harmless the City for any and all amounts except amounts attributed to intentional, willful or wanton acts of the City.

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

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

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

F. TERMINATION

1) This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days' prior written notice (delivered by certified mail, return receipt requested) of intent to terminate.

2) This agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Engineer is given (1) not less than fifteen (15) calendar days' prior written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the City prior to termination.

3) Upon receipt of a notice of intent to terminate from the City pursuant to this agreement, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Engineer in performing this agreement, whether completed or in process.

4) Upon termination pursuant to this agreement, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

G. LAWS, RULES AND REGULATIONS

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

H. INDEPENDENT CONTRACTOR STATUS

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

I. FEDERAL FUNDING

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

J. AMENDMENT OF AGREEMENT

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

K. WAIVER OF CLAIM

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

SECTION V. PAYMENT

A. BASIS OF BILLING

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

B. PAYMENT FOR WORK COMPLETED

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

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

3) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this

agreement.

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

C. TOTAL NOT TO EXCEED:

All payments under this Contract are not to exceed **One Hundred Sixteen Thousand, Nine Hundred Twenty and 00/100 Dollars** ($**116,920.00**).

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

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

By: _____
Mayor

Attest:

By: _____
City Clerk

Date: _____

Countersigned:

_____
City Auditor

Approved as to Form:

_____
City Attorney

LHB, INC.

By: _____

Its: _____
Title of Representative

Date: _____

EXHIBIT A

LHB

WORK PLAN

Project Name: **2026 Street Preservation Project**
Morley Heights, Parkview
Client: **City of Duluth**
Preparer: **LHB**

Project Number: **250299**
Date: **5/23/2025**

COST PROPOSAL

Work Task	Description	Matt Settergren Principal/ Quality Manager	Megan Goplin Project Manager	Jackson Engstrom Drainage Lead	David Polson Utility Condition Reviewer	Bella Larson Project Designer	Charles Farrow GIS Specialist	Phil Barden Senior Technician	Paul Vogel Survey Lead	Tony Hanson Surveyor	Kevin Kneisl Survey Technician	Jill Van Kessel Admin	TOTAL HOURS	TOTAL EXPENSES	TOTAL COST PER TASK	TOTAL COST PER DELIVERABLE
1.00	**PROJECT MANAGEMENT**	**6**	**53**	**0**	**0**	**11**	**2**	**0**	**0**	**0**	**0**	**2**	**74**	**$ -**	**$ 14,259**	**$ 14,259**
1.01	Project Kickoff Meeting		2			2							4	$ -	$ 630	$ 630
1.02	Site scoping meeting with City staff		5			5	2						12	$ -	$ 1,775	$ 1,775
1.03	Meetings with City at Key Design Milestones (Assume 4)		4			4							8	$ -	$ 1,260	$ 1,260
1.04	Project communications, coordination and invoicing (Assume 34 Weeks)	2	34									2	38	$ -	$ 7,854	$ 7,854
1.05	Quality Control	4	8										12	$ -	$ 2,740	$ 2,740
2.00	**PUBLIC ENGAGEMENT**	**0**	**9**	**0**	**0**	**8**	**4**	**6**	**0**	**0**	**0**	**2**	**29**	**$ -**	**$ 4,058**	**$ 4,058**
2.01	Prepare Exhibits and Maps		4			4	4	6				2	20	$ -	$ 2,588	$ 2,588
2.02	Participate in one in-person public meeting		3			3							6	$ -	$ 945	$ 945
2.03	Participate in one virtual public meeting		2			1							3	$ -	$ 525	$ 525
3.00	**SITE ASSESSMENT, SURVEY AND DATA COLLECTION**	**0**	**10**	**6**	**18**	**74**	**4**	**0**	**11**	**131**	**66**	**4**	**324**	**$ 3,600**	**$ 35,876**	**$ 39,476**
3.01	Topographic Survey (Includes control, driveways, utilities and ditches)		2						11	131	66		210	$ 3,600	$ 22,046	$ 25,646
3.02	Gopher State One Call Map Request					1							1	$ -	$ 105	$ 105
3.03	Gather Utility Maps and Contacts					4							4	$ -	$ 420	$ 420
3.04	Utility Information Meeting		1			1							2	$ -	$ 315	$ 315
3.05	Review and compile Data		2			4	4						10	$ -	$ 1,240	$ 1,240
3.06	Review geotechnical data and confirm pavement recommendations		2										2	$ -	$ 420	$ 420
3.07	Review sewer televising video and reports (Assume 4552 LF pipe and 79 structures)		1		6	40							47	$ -	$ 5,310	$ 5,310
3.08	Review condition of valves (Assume 21 valves)		1		6								7	$ -	$ 1,110	$ 1,110
3.09	Prepare storm and sanitary inspection reports		1	6	6	24						4	41	$ -	$ 4,910	$ 4,910
4.00	**PRELIMINARY RECOMMENDATIONS**	**0**	**6**	**5**	**3**	**2**	**0**	**10**	**0**	**0**	**0**	**4**	**30**	**$ -**	**$ 4,288**	**$ 4,288**
4.01	Prepare utility repair/replacement recommendations		2	4	2			6				4	18	$ -	$ 2,440	$ 2,440
4.02	Prepare street surfacing recommendations		4			4		6					14	$ -	$ 2,004	$ 2,004
4.03	Prepare preliminary cost (included in Task 6)	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
4.04	Scope revisions to meet budget		4	1	1	2		4					12	$ -	$ 1,848	$ 1,848
5.00	**PLANS & SPECIFICATIONS**	**0**	**39**	**18**	**0**	**182**	**0**	**114**	**0**	**0**	**0**	**2**	**355**	**$ -**	**$ 44,356**	**$ 44,356**
5.01	Title Sheet (1 sheet)		1					2					3	$ -	$ 458	$ 458
5.02	Statement of Estimated Quantities and Notes (2 sheets)		4			12		4					20	$ -	$ 2,596	$ 2,596
5.03	Construction Notes and Standard Plates (1 sheet)		1			2							3	$ -	$ 420	$ 420
5.04	Street Index Table (1 sheet)		1			2							3	$ -	$ 420	$ 420
5.05	General Layout (1 sheet)		1					2					3	$ -	$ 458	$ 458
5.06	Construction Details (6 sheets)		2	4		4		4					14	$ -	$ 1,944	$ 1,944
5.07	Driveway Profiles (83 total driveways)		6			40		10					56	$ -	$ 6,700	$ 6,700
5.08	Storm Profiles (5 Sheets)		1	6		2		12					21	$ -	$ 2,820	$ 2,820
5.09	Quantity Tabulations - Split by street (10 sheets)		4	4		46		6					60	$ -	$ 7,022	$ 7,022
5.10	Typical Sections - Split by street (5 sheets)		2			12		16					30	$ -	$ 3,664	$ 3,664
5.11	Construction Plans - Split by street (8 sheets)		6	2		30		30					68	$ -	$ 8,434	$ 8,434
5.12	Erosion Control Plan & SWPPP (10 sheets)		4			24		20					48	$ -	$ 5,840	$ 5,840
5.13	Traffic Control Plans (4 Sheets)		2			8		8					18	$ -	$ 2,252	$ 2,252
5.14	Special Provisions		4	2								2	8	$ -	$ 1,328	$ 1,328
6.00	**COST ESTIMATING**	**0**	**10**	**0**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**30**	**$ -**	**$ 4,200**	**$ 4,200**
6.01	Preliminary Cost Estimate		2			4							6	$ -	$ 840	$ 840
6.02	30% Cost Estimate		2			4							6	$ -	$ 840	$ 840
6.03	60% Cost Estimate		2			4							6	$ -	$ 840	$ 840
6.04	95% Cost Estimate		2			4							6	$ -	$ 840	$ 840
6.05	Final Cost Estimate		2			4							6	$ -	$ 840	$ 840
7.00	**PROJECT BIDDING**	**0**	**13**	**8**	**0**	**1**	**0**	**18**	**0**	**0**	**0**	**0**	**40**	**$ -**	**$ 6,283**	**$ 6,283**
7.01	Prepare Bid Form		1			1							2	$ -	$ 315	$ 315
7.02	Prepare Staking Files		2					18					20	$ -	$ 2,652	$ 2,652
7.03	Attend pre-bid conference		2										2	$ -	$ 420	$ 420
7.04	Bidding Assistance		8	8									16	$ -	$ 2,896	$ 2,896
	TOTAL HOURS	**6**	**140**	**37**	**21**	**298**	**10**	**148**	**11**	**131**	**66**	**14**	**882**			
	COST PER HOUR	$ 265	$ 210	$ 152	$ 150	$ 105	$ 100	$ 124	$ 194	$ 110	$ 77	$ 92				
	TOTAL COST	**$ 1,590**	**$ 29,400**	**$ 5,624**	**$ 3,150**	**$ 31,290**	**$ 1,000**	**$ 18,352**	**$ 2,134**	**$ 14,410**	**$ 5,082**	**$ 1,288**				

SUMMARY

TOTAL LABOR	$ 113,320
TOTAL EXPENSES	$ 3,600
TOTAL FEE	**$ 116,920**

EXHIBIT B

DESIGN SERVICE FOR 2026 STREET PRESERVATION MORLEY HEIGHTS, PARKVIEW

SOLICITATION #25-99479

CITY OF DULUTH

May 23, 2025

LHB

May 23, 2025

Patrick Loomis, PE

Senior Engineer
Engineering Division

City of Duluth -
City Hall Room 240

City of Duluth
411 West 1st Street
Duluth, MN 55802-1191

Patti Stalvig, Purchasing Agent

City Purchasing

411 W. 1st Street, Room 120

Duluth, MN 55802

RE: DESIGN SERVICE FOR 2026 STREET PRESERVATION - MORLEY HEIGHTS, PARKVIEW, #25-99479

For years, LHB has had the privilege of designing street improvements throughout Duluth. These are the streets our friends, neighbors, and colleagues use every day—so we often receive candid, unsolicited feedback, which we value deeply. As proud members of the Duluth community, we bring a personal commitment to every project in our hometown. We also understand the unique budgetary and geographic challenges the City faces.

From our recent visit to the Morley Heights neighborhood, we better understand the scope and context of this project, and believe LHB is uniquely positioned to deliver thoughtful, effective solutions. Here's why:

Expertise in Designing Around Bedrock Challenges

Morley Heights features curving roads and rolling terrain with shallow bedrock, which can complicate drainage and construction. Our team is experienced in navigating these conditions. We'll collaborate closely with your geotechnical engineer and televising consultant to identify and address potential conflicts early in the design process.

Deep Understanding of Stormwater Drainage

Topography plays a critical role in stormwater management. Our drainage engineer, Jackson Engstrom—who is SWPPP-certified—will ensure that our designs meet regulatory requirements and support a smooth permitting process. We're committed to creating systems that are both effective, resilient, and sustainable.

Proven Public Engagement

LHB is known for our strong public engagement practices. We listen carefully to residents' concerns and communicate clearly through user-friendly maps and graphics. Project Manager Megan Goplin has led numerous successful public meetings for projects like Eklund Avenue, East Third Street, and First Avenue East. She excels at balancing community input with practical, cost-effective solutions that maximize long-term value.

Strong Project Management and Project Delivery

Having completed numerous street improvement projects for the City of Duluth, our team is well-versed in the City's 30/60/95 design process and the appropriate level of detail for each submittal that balances design efficiency with design considerations along the way. We also apply a rigorous in-house QA/QC process throughout design development, coupled with our in-depth approach to cost estimating. Our approach is crafted to minimize construction risk, while providing bidders a complete bid document to allow for a competitive bidding process. We are ready and excited to partner with the City of Duluth on the Morley Heights project. Thank you for your consideration—we look forward to the opportunity to contribute to the continued improvement of our community.

LHB, Inc.

Megan Goplin, PE - Project Manager
Megan.Goplin@LHBcorp.com
218.249.7152 | **m** 608.239.9471

Matt Settergren, PE - Project Principal
Matt.Settergren@LHBcorp.com
218.727.8446 x 2256 | **m** 218.341.3666

1. GOALS & OBJECTIVES

The City of Duluth is requesting engineering design services for the reconditioning of several city streets as part of its Street Preservation Program. This project will be funded entirely by City of Duluth sales tax, levy funds, and storm water funds. Because the project is funded entirely by local funds, MnDOT State Aid Reviews will not be required, but the project will generally comply with the most recent MnDOT and City of Duluth standards and specifications.

The primary goals of the project are:

- **Improve and preserve pavement condition.**
- **Correct drainage issues.**
- **Improve driveway access.**
- **Keep project within budget.**

The Street Preservation Program projects typically include pavement reconditioning through overlays, mill and overlay, reclamation or partial reconstruction. Drainage improvements are often a component of the project, as drainage issues and pipe heave contributes to the pavement issues. Partial or full replacement of curb and gutter, driveway aprons, sidewalk and retrofitting pedestrian ramps to meet accessibility standards are generally included in the scope of these projects.

In 2026, the City plans to improve several residential streets in the Morley Heights/Parkview neighborhood (Project #2255), totaling 1.11 miles. These streets include:

- Everett Street – From Jean Duluth Road to Morningside Avenue.
- Cherie Lane – From Everett Street to Woodbury Lane.
- Woodbury Lane – From Everett Street to Glenwood Street.
- Woodbury Lane - From Glenwood Street to Snively Road.
- Jill Street – From Woodbury Lane to Cherie Lane.

Existing Conditions and Issues

The streets included in this project are all part of the Morningside Division-Richards Addition. Our team visited the site and found that the streets in the neighborhood are generally hilly and curvy, and the street typical section is generally consistent.

Brick paver driveway with bituminous in the gutter pan.

The streets have an urban section with mountable S-type curb and gutter. This curb type was carried through all of the driveways, resulting in steep and abrupt approaches. The curb and gutter has been filled in with bituminous in front of many of the driveways to soften the approach. Some driveway aprons have been replaced entirely. The amount of retrofits tells us that the current driveway design is not working well for the residents and that there would likely be a lot of interest in replacing the curb and gutter and aprons with a more typical City design. Driveways are a mix of concrete and bituminous, but there are also a few brick paver driveways. There are several locations where the curb and gutter has heaved or the adjacent pavement has depressed, preventing drainage from flowing in the gutter pan as intended. The LHB team will walk the project with the City and identify and document the extents of curb and gutter and driveway replacements. We will also identify the areas where topographic survey will be needed, which will likely include, steep driveways, drainage ditches, and utilities.

Intersection of Cherie Lane and Woodbury Lane.

The bituminous pavement is in poor condition throughout the project, with defects including alligator cracking, depressions, and potholes. Pipe heave in several areas throughout the neighborhood, especially at the flatter areas at the bottom of hills and low points where water can accumulate, has contributed to the degradation of the street. The City's geotechnical engineer will provide borings and an investigation report that will inform the recommendations on the best way to recondition the existing pavement.

The existing storm infrastructure includes an underground storm drain system with catch basins and manholes. There is also some ditching conveying drainage between residential lots into the street system, as well as ditching at the low points at Jill Street and Cherie Lane, Everett Street and Jean Duluth Road, and Everett Street and Morningside Avenue that carry drainage away from the project. As mentioned above, pipe heave is an issue in several areas. In addition, there are issues with the manhole and catch basin castings at the surface. The catch basins are typically the older rectangular style and some are located behind the curb along Woodbury Lane, limiting their ability to capture street drainage. There are plastic underdrain pipes draining to some of the catch basins. These may be from curb subdrain or sumps. Several sumps draining to the gutter were also observed resulting in standing/stagnant water in the poorly draining gutter.

There is no existing sidewalk along these streets and only pedestrian ramps at the intersections of Glenwood Street and Snively Road. These ramps appear to be generally compliant and in good condition and so we assume they will not be part of the project scope.

There are wood pole-mounted lights at the intersections that are likely owned by Minnesota Power. We assume new lighting will not be part of the project and that relocations will be coordinated with and completed by the utility owner, if there are conflicts with the project.

Another characteristic of the Morley Heights/Parkview neighborhood is the presence of shallow and surface bedrock. We noticed that several boring locations have been marked in the field and are expected to be completed by the City's geotechnical contractor to inform the design. The results of these borings will be important to determine the depth of bedrock and underlying base issues.

2. EXPERIENCE

EAST THIRD STREET, 12TH TO MESABA

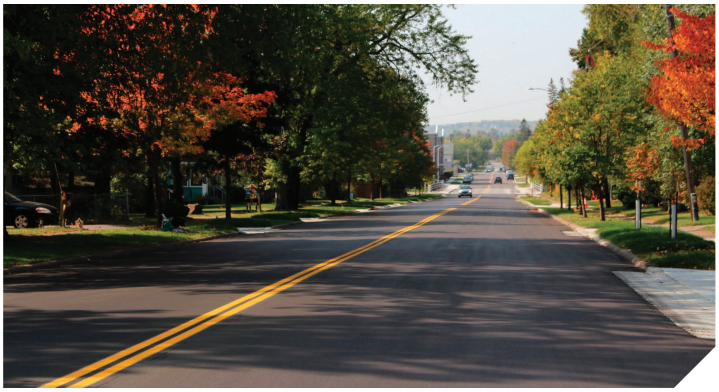
City of Duluth | Duluth, MN

LHB provided design and construction administration services for the reconditioning project of East Third Street, from 12th Avenue East to Mesaba Avenue. The project began construction in the late summer of 2023. Street work included bituminous milling, bituminous paving, concrete pavement repairs, spot driveway replacement, storm improvements, spot curb and gutter replacement, pedestrian ramps, utility coordination, sidewalk extensions, turf establishment, and striping. A traffic study and signal justification report were created by LHB's consultant partner. Of the seven signalized intersections in the corridor, the project involved replacing six of the signal systems along East Third Street (6th Ave. E., 5th Ave. E., 3rd Ave. E., 1st Ave. E., Lake Ave., and 4th Ave. W.).

21ST AVENUE EAST RECONDITIONING

City of Duluth | Duluth, MN

The project rehabilitated approximately 1,100 lineal feet of concrete roadway beginning near the intersection of London Road and extending up to Superior Street. An additional approximately 3,100 lineal feet of 21st Avenue from Superior Street to Woodland Avenue consisted of 3.5" of mill and inlay of the inplace bituminous pavement. The overall length of the project is about 4,200 lineal feet. New signals were provided at Superior Street and 2nd Street. New, full-depth, concrete pavement was placed at the intersections of 21st Avenue with Superior Street and 2nd Street. The busy roadway's vertical profile is steep, with grades over 12%, and generally constrained near the right-of-way by residential yards, retaining walls, fences, and concrete stairs. Intersection curb extensions allowed for the construction of pedestrian curb ramps and decreased the crossing length for pedestrians across 21st Avenue East. Improvements to the inplace storm sewer system included rebuilding the storm manhole that connects the Oregon Creek stone arch tunnel beneath 21st Avenue East at Superior Street, as well as repairing the damaged storm sewer catch basins.



SUPERIOR STREET, LESTER RIVER ROAD TO TH 61 RECONDITIONING

City of Duluth | Duluth, MN

LHB designed the reconditioning of East Superior Street between Lester River Road and Trunk Highway 61 (TH 61). The unique project included multiple rehabilitation methods to improve in-place failing concrete and bituminous roadway sections. The project consisted of over 2,500 lineal feet of concrete pavement section comprised of a 9-inch unreinforced, non-dowelled concrete pavement over 6 inches of aggregate base over native clay subgrade. In-place pavement distresses included joint deterioration, panel cracking, and joint displacement. The project provided for the full-depth reclamation of the in-place bituminous roadway at the approach to TH 61. Full-depth pavement reclamation milled the in-place pavement and in-place base to provide new roadway base for the new paved surface. For this project, the reclaim material was also used as base material for both the driving lanes and to improve the in-place gravel shoulders which were then paved with new bituminous.

EKLUND AVENUE RECONSTRUCTION

City of Duluth | Duluth, MN

Eklund Avenue (MSAS 214) is a deteriorated rural roadway section lacking pedestrian facilities and requiring upgrades to meet State Aid standards. Running through a primarily residential area, it experiences higher-than-desirable traffic volumes due to its use as an alternate route to shopping areas. Drainage improvements and utility and pavement replacement are needed. To create the preliminary engineering report, LHB first conducted a stormwater study. Two drainage scenarios were evaluated, and the final design selected included an urban street section with sidewalk along one side, storm sewer, water main replacement, and a stormwater treatment pond. The City's robust public outreach campaign involved LHB sending direct mailings and facilitating multiple public meetings—to gather input and determine the final solution. LHB is now providing design and construction administration services to reconstruct Eklund Avenue from Swan Lake Road to Maple Grove Road. Construction began in spring 2025.

MORRIS THOMAS CSAH 56 BETWEEN HAINES & PIEDMONT RECONSTRUCTION

St. Louis County | Duluth, MN

Due to the deterioration of the curb, gutter, and pavement on Morris Thomas Road (CSAH 56) St. Louis County selected LHB to design a complete reconstruction. The project was coordinated with the City of Duluth who replaced city utilities including a large diameter gas main, water, and sanitary sewer. LHB's services included: project management, geometric layout and design, pavement design, SWPPP, hydraulics design, utility coordination and identification, identification of construction limits, temporary traffic control layout and staging, pavement markings and traffic signing, and storm sewer. A concrete sidewalk was added on the south side of Morris Thomas along with pedestrian ramps at the intersections. The full storm sewer replacement included submitting a hydraulic report to MnDOT for cost participation, and the full design plan was reviewed by MnDOT District 1 since the project was funded by State Aid. Public engagement was a critical part of the project to determine right-of-way and property lines, replace driveways, and coordinate access during the two construction phases.

EAST 9TH STREET - EAST 8TH STREET RECONDITIONING

City of Duluth | Duluth, MN

LHB prepared plans and provided construction administration for the reconditioning of 1.5 miles of MSAS 134 (East 8th and East 9th Streets), from MSAS 192 (6th Avenue East) to MSAS 157 (Woodland Avenue). These heavily trafficked, low-speed urban major collectors run east-west through Duluth's East Hillside and Chester Park-UMD neighborhoods, bordered by commercial and residential properties. The project included a full-width mill and overlay of the bituminous surface, with selective concrete pavement replacement to address vaulting and settlement. Damaged curb and gutter were replaced to restore drainage. High-priority pedestrian crossings received bump outs for traffic calming and safety. Vaulted walks were replaced, and selective tree clearing was done. ADA-compliant ramps were installed at 18 intersections per MnDOT and PROWAG standards. A public involvement process gathered neighborhood input and shared construction expectations.

5TH AVENUE WEST RECONSTRUCTION

Cook County and City of Grand Marais | Grand Marais, MN

LHB provided engineering services for the reconstruction of 5th Avenue West (CSAH 15) from Trunk Highway 61 to CSAH 7 in Grand Marais. The project included full-depth pavement reconstruction; replacement of curb and gutter, storm sewer, underground stormwater treatment and detention, concrete walks, and ADA-compliant ramps. City water and sanitary sewer systems were also replaced. Designed to meet County, City, and State Aid standards, the project addressed poor roadway conditions, improved drivability, added pedestrian facilities, enhanced accessibility, reduced maintenance, and upgraded deficient infrastructure. It also evaluated on-street parking and walk needs. Public meetings gathered resident input.

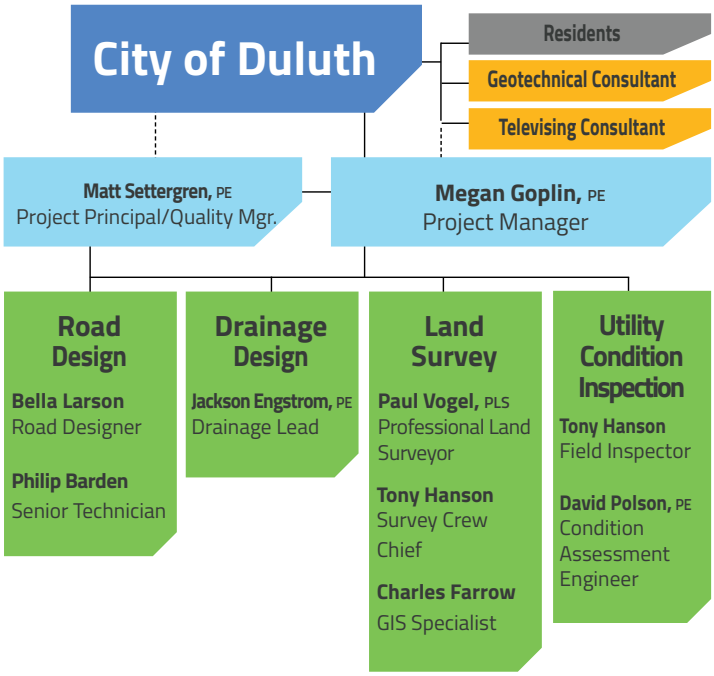
CSAH 4 (RICE LAKE ROAD) MILL & OVERLAY FROM CENTRAL ENTRANCE TO ARROWHEAD ROAD OVER CHESTER CREEK

St. Louis County | Duluth, MN

LHB designed the reconditioning of the CSAH 4 (Rice Lake Road) segment from Central Entrance to Arrowhead Road. The project consisted of a mill and overlay of bituminous paving and safety improvements for the motoring public on the busy arterial road. Safety and accessibility improvements for pedestrian crossings included new pedestrian ramps, RRFB signals, and a concrete median/refuge island. This project also included installing a large 12-foot by 8-foot precast concrete box culvert in Chester Creek. Large boulders placed inside the box culvert improve fish passage on this $2,100,000 project.

2. EXPERIENCE, CONT.

This proposed team of highly-qualified professional staff will bring a great deal of value to your project. As Project Principal, and responsible for quality assurance, Matt Settergren will be a valuable resource for issues in quality assurance, ensuring consistency, and adherence to your standards throughout the project. Megan Goplin will serve as Project Manager. Megan has extensive experience in public engagement for roadway and utility design, and has working knowledge of Duluth's design standards and protocols.



MATT SETTERGREN PE

Project Principal

Matt believes honest communication is key to project success. He is direct, transparent, and open with clients and stakeholders about design challenges and opportunities. He values collaboration, respect, and feedback as essential to achieving the best outcomes. Matt has led or contributed to many complex, award-winning projects across the Upper Midwest—from urban reconstructions and rural highway safety improvements to a US-Canada border crossing. His expertise spans design, construction administration, environmental documentation, feasibility reports, geometric and hydraulic design, traffic control, and regulatory permitting.With over 15 years of diverse experience, Matt has played an integral role in projects from initial planning through design and construction.

REGISTRATIONS

Licensed Professional Engineer in Minnesota

AFFILIATIONS

Minnesota Society of Engineers and Surveyors (MSES)
American Council of Engineering Companies (ACEC/MN)

EDUCATION

BS Civil Engineering; University of North Dakota; Grand Forks, ND

Relevant Project Experience

CITY OF DULUTH

Eklund Avenue Reconstruction; Project Principal

East Third Street Reconditioning; Project Principal

Lakewalk Final Design; Project Principal

London Road Lead Service Replacement Project; Project Principal

MnDOT District 1; TH 61 London Road Reconstruction - Project Manager

MEGAN GOPLIN PE, CDT, MNDOT ADA

Project Manager

Megan brings over 17 years of experience in project management and design for site, stormwater, utility, roadway, ADA, permitting, and intersection projects for public and private clients. She has deep knowledge of national accessible building codes, Federal and State Aid projects, and is proficient in AutoCAD Civil 3D. Megan has led numerous public roadway, trail, and park projects for government clients. She values client interaction and team coordination throughout design and construction. As a project manager, she oversees in-house progress, ensures timely deliverables, and maintains daily communication with clients and project teams.

REGISTRATIONS & ACCREDITATIONS

Licensed Professional Engineer in Minnesota

Construction Documents Technologist (CDT)

MnDOT ADA Construction Certification (MnDOT ADA)

EDUCATION

Bachelor of Science, Civil Engineering University of Wisconsin-Madison

Relevant Project Experience

CITY OF DULUTH

East Third Street Reconditioning; Project Manager

Eklund Avenue Reconstruction; Project Manager

21st Ave. E.; Roadway Engineer

5th Ave West; Roadway Engineer

E 9th Street-East 8th Street; Roadway Engineer

Superior Street, Lester River to TH 61; Roadway Engineer

Superior Street Reconstruction; Roadway Engineer

JACKSON ENGSTROM PE, SWPPP

Drainage Engineer

Jackson is a Professional Engineer with over nine years of water resource and roadway design experience. His experience includes leading preliminary and design deliverables, including complex storm sewer projects, stormwater ponds, open channel flow systems, trout stream mitigation plans, erosion/sediment control plans and regulatory permitting applications. Jackson is also a certified SWPPP designer who applies best management practices to a variety of different MnDOT and local public works projects. His depth of knowledge in various subject areas helps to deliver a cohesive and practical project to each client.

REGISTRATIONS & ACCREDITATIONS

Licensed Professional Engineer in Minnesota

Design of Construction SWPPP

EDUCATION

Master of Science, Civil Engineering, Minor in Water Resources Science, University of Minnesota Duluth

Bachelor of Science, Civil Engineering, University of Minnesota Duluth

Relevant Project Experience

CITY OF DULUTH

Chester Creek Culvert Replacement; Drainage Engineer

MNDOT;DRAINAGE ENGINEER

London Road Reconstruction

TH 2 Grand Rapids-La Prairie Mill & Overlay

TH 169 Garrison Mill & Overlay

2. EXPERIENCE, CONT.

DAVID POLSON
PE, SWPPP

Condition Assessment Engineer

David has over 12 years of experience in civil engineering and hydraulic design and modeling. He provides pavement, sanitary and storm sewer, and watermain design, erosion control planning and permitting, inflow and infiltration detection and monitoring, FAA permitting and AT/FP design. His experience includes providing on-site observation of construction progress and quality, bridge and culvert hydraulics, grading plans, site layouts, environmental permitting, utility surveys and planning, volume and cost calculations, property access sight line analysis, managing site planning meetings, gathering GPS data and survey work, and long range construction planning. David has extensive technical skills including: AutoCAD Civil3D, HydroCAD, HEC-RAS, WinSLAMM, MIDS, PCASE, HY-8, and Microstation.

Relevant Project Experience

CITY OF DULUTH | DULUTH, MN
Superior Street Reconstruction; Drainage Engineer

2025 Lead Water Replacement CA; Construction Administrator

Fire Station #2 and #4 Paving

DEDA Fiber Project, Lincoln Park

CHARLES FARROW
MS GIS

GIS Specialist

With five years of commercial drone pilot experience, Charles specializes in Geographic Information Systems (GIS). He has his Part 107 FAA SUAS license to commercially fly UAV/drones to collect field data and imagery. Charles combines his drone expertise with his Master's Degree in GIS and his GPS, aerial imagery, and remote sensing data abilities to create and analyze GIS databases and models. He also specializes in using GIS to manage water resources and vegetation including watershed delineation, flood plain mapping, wetland banking, and bathymetric data collection and mapping. Charles is currently providing GIS services to update the City's database and distill the data to create custom reports for analysis and mapping for the Lead Service Replacement Projects.

Relevant Project Experience

CITY OF DULUTH | DULUTH, MN; GIS SPECIALIST
Bardon's Peak Skyline Parkway

Lead Service Replacement, Fairmont | Lincoln Park 2 & 3 | London Road | 2025 CA

BELLA LARSON

Roadway Designer

Bella brings a meticulous attention to detail to the planning and design of roads and infrastructure. Her hands-on background in construction, surveying, and inspection developed her ability to make informed design decisions and anticipate real-world challenges. She has contributed to several City of Duluth projects, providing a blend of field inspection, design expertise, and data management skills. This experience gives her a strong understanding of Duluth's procedures, standards, and expectations, ensuring her work is both compliant and effective. Most recently, Bella has specialized in construction administration for Lead Water Service Replacement projects, focusing on streamlining data collection and GIS plan production.

Relevant Project Experience

CITY OF DULUTH
East Third Street Reconditioning; Roadway Designer, Construction Administrator

East 1st St & East 1st St Alley Reconstruction: Roadway Designer, Construction Administrator

1st Ave. E. from Superior St. to 3rd St.: Roadway Designer

Lead Service Replacement, Fairmont | Lincoln Park 2 & 3 | London Road | 2025 CA Site Designer, Construction Administrator

SLC Rice Lake Road Mill & Overlay; Road Designer

6th Ave. East Extension; Roadway Designer

PHILIP BARDEN

Senior Technician

Philip, a senior civil technician with 29 years of experience, creates detailed drawings for site development, utilities, pipelines, mechanical systems, and buildings. He produces AutoCAD drawings, maintains standard detail libraries, and customizes drawing setups and menus. In the Site Development Group, he drafts construction documents, prepares permitting maps, and helps manage department CADD standards

Relevant Project Experience

CITY OF DULUTH | DULUTH, MN; SENIOR TECHNICIAN
Eklund Avenue Reconstruction

Superior Street Reconstruction

21st Avenue East Reconstruction

East Third Street Reconditioning

Brighton Beach Roadway

PAUL VOGEL PLS

Professional Land Surveyor

A Licensed Professional Land Surveyor in Minnesota, Paul has over 36 years of surveying experience and has provided services for various private and public clients. Paul's role is to complete and oversee a variety of professional assignments to facilitate the completion of roads, building sites, recreational areas, developments, and bridges. He performs ALTA/ACSM, boundary, cadastral, topographic, environmental site and route surveys, which involve section subdivision, right-of-way acquisition, and preparation of appropriate legal descriptions. Paul prepares design, concept plats, preliminary plats, final plats, site maps, and a variety of exhibits for land transfers, right-of-way acquisition, easements, and utility infrastructure. He also provides research, computations, layout, field work, drafting, and correspondence.

Relevant Project Experience

CITY OF DULUTH; LAND SURVEYOR
Superior Street Reconstruction

Duluth Heights Eklund Reconstruction

45th Ave E to 60th Ave E Street

Oxford/Livingston/Glenwood Streets

TONY HANSON

Survey Crew Chief

Anthony has over 23 years of construction inspection and construction survey staking experience for roadway, bridge, and utility construction projects. His keen construction sense aids contractors early on in a project to help maintain design intent, meet the budget, and the adhere to the project's schedule. Anthony's depth of experience working directly with MnDOT on Trunk Highway construction projects for four construction seasons, as well as with LHB team members on State Aid and local bridge construction projects gives him unique skills and insight into the construction administration process and successful working relationships with contractors and various authorities with jurisdiction including private companies, municipalities and state agencies. He is certified in MnDOT Bridge Construction; MnDOT Bituminous Street; MnDOT Grading & Base I & II; MnDOT Concrete Field I & II; and MnDOT Aggregate Production.

Relevant Project Experience

CITY OF DULUTH | DULUTH, MN; CREW CHIEF
Superior Street Reconstruction

21st Avenue East

1st Ave. E. from Superior St. to 3rd St.

East 1st & East 1st St. Alley Reconstruction

3. WORK PLAN

TASK 1: PROJECT MANAGEMENT

LHB is very familiar with the City's standards and needs, having been a partner on many City street projects. These projects have included complex reconstruction and utility replacement projects, as well as reconditioning and retrofit projects. We have experience working on projects in busy commercial areas and quiet residential neighborhoods. Every project is unique in scope and context and our team takes the time to understand each individual project and apply the appropriate design approach. We know that we need to be thoughtful in our design to make the most of the limited budget reserved for the Street Preservation Program. Our team is located in Duluth and can make site visits at short notice to confirm and verify existing conditions.

Our team will be led by Megan Goplin, who has served as project manager on several City reconstruction and preservation projects. Megan cares deeply about improving our community and also understands the complexities of projects in the City, including clay soils, bedrock, aging infrastructure and limited resources. She takes pride in making sure that the residents and community get a quality product in the end.

Megan and the LHB team will meet with City staff to kick off the project and review project scope, confirm design criteria and requirements and gather all available data, reports and plans. Following the kickoff meeting, the team will meet with City staff in the field to identify the project scope. This will include the extents of curb and driveway replacements, as well as areas of pipe heave. Our team will provide preliminary plan sheets for the project area to assist in documenting issues and project scope.

Older style rectangular catch basins in deteriorating S-type curb & gutter.

LHB and the City will meet at key design milestones to confirm that the project scope meets the City's needs, accomplishes the project goals and is within the allotted budget. These milestones are at preliminary, 30%, 60%, and 95% design. In addition, informal periodic check-ins will ensure that questions get answered and the project stays on track.

LHB has established quality control protocols to ensure plan quality and to reduce issues during construction. Reviews by the project quality manager will ensure conformance with applicable standards, that field data is accurately incorporated into the construction plans and will include constructability reviews.

TASK 2: PUBLIC ENGAGEMENT

We expect that local residents will be happy to see the improvements being planned for their streets, but we also know there are inconveniences with construction. Our team has experience in public engagement for a wide range of projects and can help the City address neighborhood concerns and focus the conversation on the anticipated project scope. Our team will participate in one in-person and one virtual public meeting to inform the residents of the upcoming project and to help answer questions about what to expect during construction. LHB will assist the City by providing easy-to-read maps and exhibits for these meetings.

TASK 3: SITE ASSESSMENT, SURVEY AND DATA COLLECTION

Similar to previous street preservation projects, we will likely not need full topographic survey of the entire project to complete the design plans. Much of the design can be conveyed using aerial imagery. The initial site evaluation with the City will help inform the limits of our topographic survey. We expect that at a minimum our team will need to collect survey information for utility locations and driveway and ditch grades. We will also coordinate with our survey staff to pick up the field markings from our scoping site visit to accurately capture the extents of the planned curb and driveway replacement, as well as locations of severe pipe heaving.

We will review the geotechnical borings and investigation report provided by the City and confirm the recommended pavement reconditioning approach. This report will also help the team understand where bedrock is located, which we expect to be shallow, and any underlying roadway base issues.

LHB will also engage the private utility companies to confirm the locations of all existing utilities within the project limits. In addition to the Gopher State One Call request prior to surveying, we will follow up with map requests. We have developed a list of local utility contacts during our work on other local projects, and will use that contact list to make sure we are coordinating with the right people at the impacted utility companies.

We understand that the City will provide a televising report and video of the existing storm sewer. We assume these reports will include initial identification of issues along the pipes. Our surveyors will also obtain 360-degree pictures of the storm and sanitary structures when they complete their utility survey to supplement the televising information. All this information will be reviewed and analyzed as part of the design, to confirm flagged issues with the existing system and provide repair recommendations.

360-degree image taken during survey of storm drain.

3. WORK PLAN, CONT.

Based on available mapping and our knowledge of the area, we know that the existing right-of-way is typically 66-feet-wide. Everett Street is the exception, where the north right-of-way is 20 feet, and the south is 33 feet from centerline. This scope does not include boundary survey or easement exhibits and descriptions, however, we have this expertise in-house and can provide it as an additional service, if requested.

Pavement damage from pipe heave.

TASK 4: PRELIMINARY RECOMMENDATIONS

LHB will analyze and compile all available surveys and data and prepare design recommendations and preliminary plans outlining the proposed work scope of the project. A preliminary cost estimate, broken down by street, will accompany the preliminary plans. Upon review and approval by City staff of the preliminary plans and costs, the design team will move into 30% design plans.

TASK 5: PLANS AND SPECIFICATIONS

The design team will prepare the statement of estimated quantities, in conformance with City standards for street preservation projects, construction notes and details, drainage profiles, removals and construction plans, SWPPP, and traffic control plans. Each plan submittal will follow the MnDOT review checklist for the applicable plan sheets. LHB will also prepare the project special provisions and assist the City in assembling the project manual, as needed. The plans and specifications will be prepared in conformance with the latest MnDOT Specifications (2025), the new City of Duluth Specifications (expected in 2025), and City of Duluth Engineering Guidelines.

TASK 6: COST ESTIMATING

LHB will provide a total of five (5) cost estimates during the design process to ensure that the project is on track to stay within budget. This will give the City multiple opportunities to make cost-saving measures if the project scope is exceeding the allocated budget. These estimates will be provided in both PDF and Excel format and will break the project down by street. Estimates will be provided at preliminary design prior to preparing plans and specifications, as well as at 30%, 60%, 95% and final design submittals. With our experience working on similar projects in the region, our team has a good understanding of the local unit prices and will use that data to provide cost estimates specific to work in this area.

TASK 7: PROJECT BIDDING

LHB will provide signed construction drawings and specifications for bidding the project, as well as the project bid form complying with the City's requirements. We will attend the pre-bid conference and be available to answer questions that arise during bidding.

This project scope does not include construction observation services, but LHB will prepare staking files to provide to the City to assist in accurate staking of the project in the field during construction.

Existing patch at driveway and drainage from sump pump.

3. WORK PLAN, CONT.

TASK 1 PROJECT MANAGEMENT

LHB	▪ Invoicing and communications. ▪ Design coordination. ▪ Monitor schedule and budget ▪ Manage Quality Control process. ▪ Participate in kickoff meeting with City staff. ▪ Site scoping meeting with City. ▪ Meet with City Staff to review project milestones (assume 4 meetings). ▪ Prepare meeting agendas and minutes.
City	▪ Ensure key staff attend and participate in design meetings and site visits. ▪ Route and review minutes. ▪ Provide feedback on design elements.
Deliverable(s)	▪ Meeting minutes and agendas ▪ Preliminary plan sheets for on-site scoping meeting.

TASK 2 PUBLIC ENGAGEMENT

LHB	▪ Prepare exhibits and maps. ▪ Participate in public meetings (assume 1 in person and 1 virtual). ▪ Prepare meeting summary.
City	▪ Prepare and distribute meeting notices and invites. ▪ Schedule meetings. ▪ Lead public meetings.
Deliverable(s)	▪ Meeting exhibits. ▪ Meeting summary.

TASK 3 SITE ASSESSMENT, SURVEY AND DATA COLLECTION

LHB	▪ Topographic survey (where needed) (assumes all driveways, utilities and ditches) ▪ Gopher State One Call map request. ▪ Gather utility maps and contacts. ▪ Utility information meeting to confirm locations of third party utilities. ▪ Review and compile data. ▪ Review geotechnical data and confirm pavement recommendations. ▪ Review storm sewer televising video and reports (assumes 4552 LF of storm pipe and 79 storm and sanitary structures). ▪ Review condition of valves (assumes 21 valves). ▪ Prepare storm and sanitary structure inspection reports.
City	▪ Geotechnical Investigation including soil borings and pavement reconditioning recommendations. ▪ Historical as-built drawings. ▪ Sewer televising video and reports. ▪ City utility GIS information.
Deliverable(s)	▪ Storm and sanitary inspection reports.

TASK 4 PRELIMINARY RECOMMENDATIONS

LHB	▪ Prepare utility repair/replacement recommendations. ▪ Prepare street surfacing recommendations. ▪ Prepare preliminary cost (included in task 6). ▪ Revise scope as needed to meet budget.
City	▪ Review and provide design input.
Deliverable(s)	▪ Preliminary Recommendations .

TASK 5 PLANS AND SPECIFICATIONS

LHB	▪ Prepare 30% plans. ▪ Prepare 60% plans. ▪ Prepare 95% plans and specifications. ▪ Prepare final signed plans and specifications.
City	▪ Review and provide design input for each plan submittal.
Deliverable(s)	▪ 30% plan submittal. ▪ 60% plan submittal. ▪ 95% plan and specifications submittal. ▪ Final signed plans and specifications submittal.

TASK 6 COST ESTIMATING

LHB	▪ Prepare preliminary cost estimate. ▪ Prepare 30% cost estimate. ▪ Prepare 60% cost estimate. ▪ Prepare 95% cost estimate. ▪ Prepare final cost estimate.
City	▪ Provide project budget information and updates. ▪ Provide review and input on coast saving measures.
Deliverable(s)	▪ Preliminary cost estimate. ▪ 30% cost estimate. ▪ 60% cost estimate. ▪ 95% cost estimate. ▪ Final cost estimate.

TASK 7 PROJECT BIDDING

LHB	▪ Prepare bid form. ▪ Prepare project staking files. ▪ Attend pre-bid conference. ▪ Answer questions from bidders and prepare addendums as needed.
City	▪ Advertising, bidding, and letting management.
Deliverable(s)	▪ Final plans and specifications for bidding. ▪ Bid Form. ▪ Addendums as needed. ▪ Project staking files.

Poor pavement condition and driveway patch.

Pipe heave and drainage not in gutter.

Drainage between houses.

Vaulted catch basin and damaged curb and gutter.

WORK PLAN

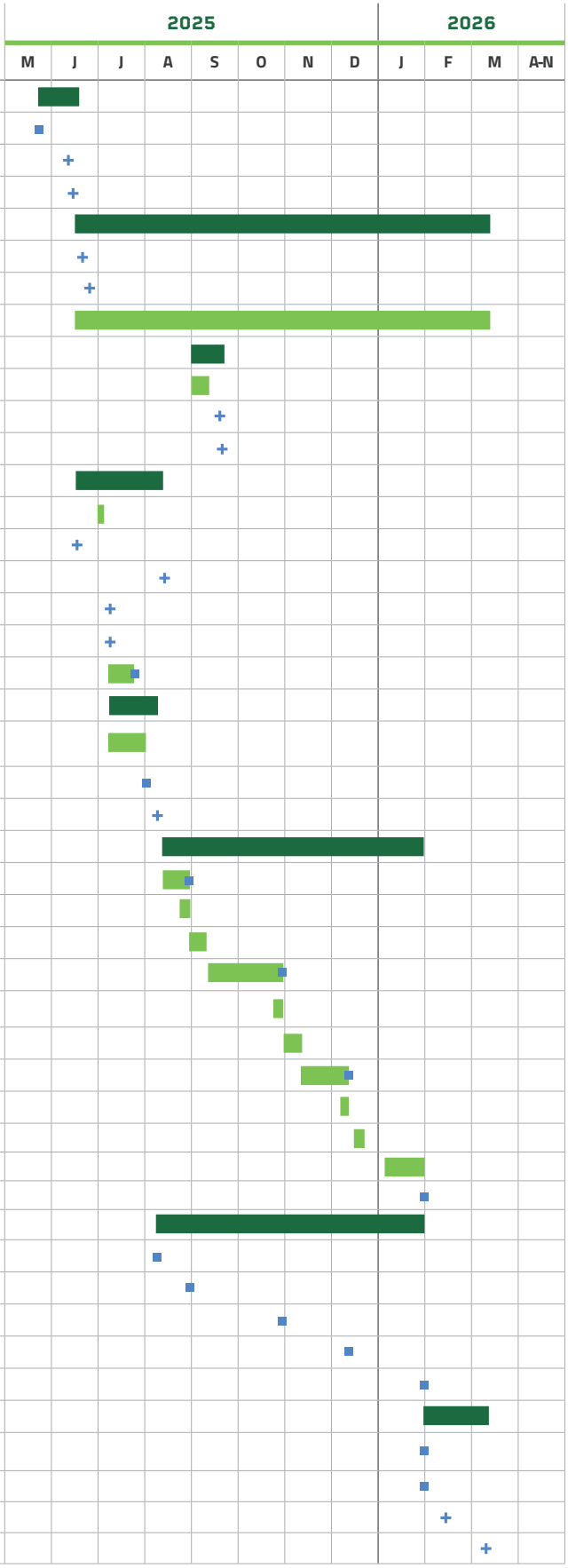
Project Name: **2026 Street Preservation Project**
Morley Heights, Parkview
Client: **City of Duluth**
Preparer: **LHB**

Project Number: **250299**
Date: **5/23/2025**

Work Task	Description	Matt Settergren Principal/ Quality Manager	Megan Goplin Project Manager	Jackson Engstrom Drainage Lead	David Polson Utility Condition Reviewer	Bella Larson Project Designer	Charles Farrow GIS Specialist	Phil Barden Senior Technician	Paul Vogel Survey Lead	Tony Hanson Surveyor	Kevin Kneisl Survey Technician	Jill Van Kessel Admin	TOTAL HOURS
1.00	**PROJECT MANAGEMENT**	**6**	**53**	**0**	**0**	**11**	**2**	**0**	**0**	**0**	**0**	**2**	**74**
1.01	Project Kickoff Meeting		2			2							4
1.02	Site scoping meeting with City staff		5			5	2						12
1.03	Meetings with City at Key Design Milestones (Assume 4)		4			4							8
1.04	Project communications, coordination and invoicing (Assume 34 Weeks)	2	34									2	38
1.05	Quality Control	4	8										12
2.00	**PUBLIC ENGAGEMENT**	**0**	**9**	**0**	**0**	**8**	**4**	**6**	**0**	**0**	**0**	**2**	**29**
2.01	Prepare Exhibits and Maps		4			4	4	6				2	20
2.02	Participate in one in-person public meeting		3			3							6
2.03	Participate in one virtual public meeting		2			1							3
3.00	**SITE ASSESSMENT, SURVEY AND DATA COLLECTION**	**0**	**10**	**6**	**18**	**74**	**4**	**0**	**11**	**131**	**66**	**4**	**324**
3.01	Topographic Survey (Includes control, driveways, utilities and ditches)		2						11	131	66		210
3.02	Gopher State One Call Map Request					1							1
3.03	Gather Utility Maps and Contacts					4							4
3.04	Utility Information Meeting		1			1							2
3.05	Review and compile Data		2			4	4						10
3.06	Review geotechnical data and confirm pavement recommendations		2										2
3.07	Review sewer televising video and reports (Assume 4552 LF pipe and 79 structures)		1		6	40							47
3.08	Review condition of valves (Assume 21 valves)		1		6								7
3.09	Prepare storm and sanitary inspection reports		1	6	6	24						4	41
4.00	**PRELIMINARY RECOMMENDATIONS**	**0**	**6**	**5**	**3**	**2**	**0**	**10**	**0**	**0**	**0**	**4**	**30**
4.01	Prepare utility repair/replacement recommendations		2	4	2			6				4	18
4.02	Prepare street surfacing recommendations		4			4		6					14
4.03	Prepare preliminary cost (included in Task 6)	0	0	0	0	0	0	0	0	0	0	0	0
4.04	Scope revisions to meet budget		4	1	1	2		4					12
5.00	**PLANS & SPECIFICATIONS**	**0**	**39**	**18**	**0**	**182**	**0**	**114**	**0**	**0**	**0**	**2**	**355**
5.01	Title Sheet (1 sheet)		1					2					3
5.02	Statement of Estimated Quantities and Notes (2 sheets)		4			12		4					20
5.03	Construction Notes and Standard Plates (1 sheet)		1			2							3
5.04	Street Index Table (1 sheet)		1			2							3
5.05	General Layout (1 sheet)		1					2					3
5.06	Construction Details (6 sheets)		2	4		4		4					14
5.07	Driveway Profiles (83 total driveways)		6			40		10					56
5.08	Storm Profiles (5 Sheets)		1	6		2		12					21
5.09	Quantity Tabulations - Split by street (10 sheets)		4	4		46		6					60
5.10	Typical Sections - Split by street (5 sheets)		2			12		16					30
5.11	Construction Plans - Split by street (8 sheets)		6	2		30		30					68
5.12	Erosion Control Plan & SWPPP (10 sheets)		4			24		20					48
5.13	Traffic Control Plans (4 Sheets)		2			8		8					18
5.14	Special Provisions		4	2								2	8
6.00	**COST ESTIMATING**	**0**	**10**	**0**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**30**
6.01	Preliminary Cost Estimate		2			4							6
6.02	30% Cost Estimate		2			4							6
6.03	60% Cost Estimate		2			4							6
6.04	95% Cost Estimate		2			4							6
6.05	Final Cost Estimate		2			4							6
7.00	**PROJECT BIDDING**	**0**	**13**	**8**	**0**	**1**	**0**	**18**	**0**	**0**	**0**	**0**	**40**
7.01	Prepare Bid Form		1			1							2
7.02	Prepare Staking Files		2					18					20
7.03	Attend pre-bid conference		2										2
7.04	Bidding Assistance		8	8									16
	TOTAL HOURS	**6**	**140**	**37**	**21**	**298**	**10**	**148**	**11**	**131**	**66**	**14**	**882**

4. WORK SCHEDULE

	DATES
INITIATION	**5/23/25 - 6/16/25**
Proposal Submittal	5/23/25
Council Awards	6/9/25
Notice to Proceed	6/13/25
TASK 1: PROJECT MANAGEMENT	**6/16/25 - 3/10/26**
Kickoff Meeting with City	6/18/25
Site Scoping Meeting with City	6/25/25
Invoicing, Communications, and Coordination	6/16/25 - 3/10/26
TASK 2: PUBLIC ENGAGEMENT	**9/1/25 - 9/19/25**
Prepare Exhibits and Maps	9/1/25 - 9/12/25
In-Person Public Meeting	9/16/25
Virtual Public Meeting	9/18/25
TASK 3: SITE ASSESSMENT, SURVEY, DATA	**6/16/25 - 8/12/25**
Field Survey & Mapping (Where Needed)	6/30/25 - 7/3/25
Gopher State One Call map request	6/16/25
Utility Information Meeting of 3rd-Party Utilities	8/12/25
Geotechnical Data (from City)	7/7/25
Sewer Televising Video & Reports (from City)	7/7/25
Prepare Storm and Sanitary Inspection Reports	7/7/25 - 7/25/25
TASK 4: PRELIMINARY RECOMMENDATIONS	**7/7/25 - 8/8/25**
Preliminary Analysis and Recommendation Development	7/7/25 - 8/1/25
Submit Preliminary Recommendations & Costs	8/1/25
Meet w/Proj. Engineer to Review Recommendations	8/8/25
TASK 5: PLANS AND SPECIFICATIONS	**8/11/25 - 1/30/26**
30% Design	8/11/25 - 8/29/25
30% Internal QC Review	8/25/25 - 8/29/25
30% City Review	8/29/25 - 9/10/25
60% Design	9/11/25 - 10/30/25
60% Internal QC Review	10/24/25 - 10/30/25
60% City Review	10/31/25 - 11/11/25
95% Design	11/12/25 - 12/12/25
95% Internal QC Review	12/8/25 - 12/12/25
95% City Review	12/15/25 - 12/23/25
95% Review Corrections	1/5/26 - 1/30/26
Final Plans & Specifications Submittal to City	1/30/26
TASK 6: COST ESTIMATING	**8/8/25 - 1/30/26**
Preliminary Cost Estimate #1	8/8/25
30% Cost Estimate #2	8/29/25
60% Cost Estimate #3	10/30/25
95% Cost Estimate #4	12/12/25
Final Cost Estimate #5	1/30/26
TASK 7: PROJECT BIDDING	**1/30/26 - 3/10/26**
Final Plans, Specifications, Addenda, & Bid Form	1/30/26
Project Staking Files	1/30/26
Advertise for Bids	2/13/26
Receive Bids	3/10/26



We are committed to working with the City to meet the City's schedule for reviewed, bid-ready plans by January 30, 2026. We have taken the liberty of expanding on the City's schedule in the RFP to identify key timelines and milestones we intend to use during the design to track and manage progress. The schedule, as described, meets the City's timetable and we have the staff and resources committed to ensure the project is completed on time.

Key	
	Task
	Subtask
+	Milestone
■	Deliverable

5. REFERENCES

Robbie Haas, PE
Cook County Highway Department Head
218.387.3014
robert.hass@co.cook.mn.us

Vic Lund, PE, PTOE
St. Louis County Traffic Engineer
218.625.3869
lundv@stlouiscountymn.gov

Tom Lamb PE
MnDOT Project Manager
218.725.2848
thomas.lamb@state.mn.us

APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 25-99479 2026 Street Preservation (Morley Heights/Parkview)

Bidder Information:	
Bidder Name	LHB, Inc.
Mailing Address	21 West Superior Street, Suite 500, Duluth, MN 55802
Contact Person	Matt J. Settergren, PE
Contact Person's Phone Number	218.341.3666
Contact Person's E-Mail Address	matt.settergren@LHBcorp.com
Federal ID Number	410904334
Authorized Signature	
Name & Title of Authorized Signer	Vice President
Email of Authorized Signer	matt.settergren@LHBcorp.com

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM # 1 INITIAL/DATE  May 20, 2025
ADDENDUM # INITIAL/DATE
ADDENDUM # INITIAL/DATE
ADDENDUM # INITIAL/DATE
ADDENDUM # INITIAL/DATE

Purchasing Division
Finance Department

Room 120
411 West First Street
Duluth, Minnesota 55802

218-730-5340
purchasing@duluthmn.gov

Addendum #1
Solicitation # 25-99479
Project #2255

This addendum serves to notify all bidders of the following changes to the solicitation documents:

1. City Utility drawings printed from GIS are attached. They show all city utilities, proposed boring locations and UDI (structure) labels.

2. A Storm Pipe List is attached with pipe lengths. Assume all storm pipes will be televised. Consultant will need to meet the requirements of section 3g for the length of pipe on the list.

3. A list with an approximate number of CB's, Sanitary MH's, Storm MH's and Valves is attached.

4. The current City Structure Inspection form is attached and should be filled out completely by consultant for each storm and sanitary structure in ROW. All culverts on the project will be visually assessed by the consultant, they will not be televised. All valves in the ROW need to be assessed by consultant whether they need parts or repair before concrete collars or adjusting occurs.

5. A partial sample plan from the 2023 Street Preservation is attached for reference.

Please acknowledge receipt of this Addendum by including a copy of it with your proposal. The pages included will not count toward any page limitation, if any, identified in the RFP.

Posted: **May 20, 2025**