

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF DULUTH & BARR ENGINEERING CO

THIS AGREEMENT, by and between the CITY OF DULUTH ("City") and BARR ENGINEERING CO. located at 325 South Lake Avenue, Suite 700, Duluth, MN, 55802 a corporation under the laws of Minnesota, ("Service Provider") for the purpose of rendering services to the City.

WHEREAS, the City desires to utilize Service Provider's professional services to provide environmental site investigation of and cleanup planning for property located on Rice's Point at the intersection of Garfield Avenue and the former Lynne Avenue; and

WHEREAS, Service Provider has represented that it is qualified and willing to perform said services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. Services to be Performed.

Service Provider will provide the services identified in the proposal dated August 17, 2015 attached hereto as Exhibit A.

2. Delivery of Services.

Eric Dott shall assume primary responsibility for the delivery of professional services required by this Agreement.

3. Compensation.

It is agreed between the parties that the Service Provider's maximum compensation for services provided herein shall not exceed Twenty-one Thousand Five Hundred and no/100ths (\$21,500.00), payable from Fund 255-020-5319 (Economic Development, Planning, Other Professional Services). All bills for services rendered shall be submitted monthly to the City's Manager of Business Resources or designee (the "Manager"). Fees shall be billed at the rates set forth in the fee schedule attached hereto as Exhibit B.

4. General Terms and Conditions.

A. Standard of Performance.

Service Provider agrees that all services to be provided to the City pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for the provisions of services of this type.

B. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement including contract price shall be binding upon the City and Service Provider only upon being reduced to writing and signed by a duly authorized representative of each party.

C. Assignment. Service Provider represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the Manager.

D. Data and Confidentiality.

- (1) The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
- (2) All reports, data, information, documentation and material given to or prepared by Service Provider pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
- (3) All notes, reports, records and other data prepared under this Agreement shall be deemed to become the property of the City upon creation. Service Provider agrees that all work created by Service Provider for the City is a "work made for hire" and that the City shall own all right, title and interest in and to the work, including the entire copyright in the work. Service Provider further agrees that to the extent the work is not a "work made for hire," Service

Provider will assign to the City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Service Provider agrees to execute, at no cost to the City, all documents necessary for the City to perfect its ownership of the entire copyright in the work. Service Provider represents and warrants that the work created or prepared by Service Provider will be original and will not infringe upon the rights of any third party, and Service Provider further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

E. Records and Inspections.

(1) Establishment and Maintenance of Records.

Records shall be maintained by Service Provider in accordance with requirements prescribed by DEDA and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

(2) Documentation of Costs.

Service Provider will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(3) Reports and Information.

Service Provider shall provide to the Manager monthly reports detailing the services provided in the previous month. Service Provider shall be responsible for furnishing to the Manager any other records, data and information he may require pertaining to matters covered by this Agreement.

(4) Audits and Inspections.

Service Provider shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Service Provider will also permit the City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

5. Contract Period.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on August 17, 2015 and shall expire on December 31, 2015 unless earlier terminated as provided for herein.

6. Termination of Services.

The City may, by giving written notice specifying the effective date thereof, terminate this Agreement in whole or in part, with or without cause. In the event of termination, all property and finished or unfinished documents, materials, and other writings prepared by Service Provider under this Agreement shall be promptly delivered by Service Provider to the City at the address provided in Paragraph 10. Service Provider shall be entitled to compensation for the performance of any unreimbursed services satisfactorily performed by it prior to the date of termination. In the event of termination of this Agreement due to breach by Service Provider, the City shall retain all remedies available to it, and the City shall be relieved from payment of any fees with respect to the services of Service Provider which gave rise to such breach.

7. Independent Contractor.

A. The relationship between Service Provider and the City shall be that of an independent contractor. Nothing herein shall in any way make or create any employer-employee relationship between the City and Service Provider. Except for compensation provided in Paragraph 3 of this

Agreement, Service Provider's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A (Public Employees Retirement Association). Further, the City shall in no way be responsible to defend, indemnify or save harmless Service Provider from liability or judgments arising out of acts or omissions of Service Provider or its employees while performing the work specified by this Agreement.

- B. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- C. Service Provider expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

8. Indemnity.

To the extent allowed by law, Service Provider shall defend, indemnify and hold the City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Service Provider's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Service Provider's employees or contractors, or d) the use of any written materials supplied by the Service Provider to the City unless such material was modified by the City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

9. Insurance.

- A. Service Provider shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City as an additional insured.
- (3) Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 30 days' notice prior to any cancellation or modification shall be required; and in such event, Service Provider 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 statute 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.
- (4) The City shall be named as an Additional Insured under the Public Liability and Automobile Liability policies, or as an alternate, Service Provider may provide Owners-Contractors Protective policy, naming itself and the City. Service Provider to provide Certificates of Insurance evidencing such coverage with 30 days notice of cancellation, non-renewal or material change provision. Such certificate will be provided prior to execution of this Agreement and certificates showing continued maintenance of such

insurance shall be on file with the City during the term of this Agreement. Service Provider shall also provide evidence of Professional Liability Insurance and Statutory Minnesota Workers' Compensation Insurance prior to execution and during the term of this Agreement. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.

- (5) The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms – (a) ISO Additional Insured Endorsement (CG-2010 pre-2004) and (b) Notice of Cancellation Endorsement (IL 7002); or their equivalent as approved by the Duluth City Attorney's Office.

B. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

10. Notices.

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the City as follows: City of Duluth, Attn: Manager of Business Resources, 402 City Hall, Duluth, Minnesota 55802; and addressed to Service Provider as follows: Barr Engineering CO, 332 W. Superior Street, Suite 600, Duluth, MN 55802, or to such other persons or addresses as the parties may designate to each other in writing from time to time.

11. Laws, Rules and Regulations.

Service Provider agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Choice of Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

13. No Third Party Rights.

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

14. Severability.

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement.

This Agreement, including all exhibits, constitutes the entire Agreement between DEDA and Service Provider and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first below shown.

CITY OF DULUTH

BARR ENGINEERING CO

By: _____
Mayor

By _____
Company Representative

Attest: _____
City Clerk

Its _____
Title of Representative

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A
PROPOSAL



August 17, 2015

Sent via email

Heidi Timm-Bijold
City of Duluth
402 City Hall
411 West 1st Street
Duluth, MN 55802

**Re: Proposal Phase II Investigation and Response Action Plan
Garfield Avenue and Elm Street Development Property, Duluth, Minnesota**

Dear Heidi:

Barr Engineering Company has prepared the attached proposal to provide the Duluth Seaway Port Authority (the Authority) with site characterization and response action planning assistance with respect to the above referenced property. We understand that the Authority is working in partnership with the City and has requested funding for portions of the site characterization work associated with this redevelopment project under the City's EPA Assessment Grant. It is also our understanding that following your meeting with Deb Deluca from the Authority on August 13, 2015, the City has agreed to fund half, or **\$21,500** of the following activities as described in our attached work scope proposal under Task 2 and Task 3: Sampling and Analysis Plan (\$2500), Phase II Investigation (\$15,000) and Response Action Plan (\$4,000).

We are requesting your approval of the above-described work scope to be completed by Barr under a new time and materials not to exceed contract to be issued by the City. The work will be provided under the terms of our existing contract with the City for the EPA grant. We will invoice the City and the Authority separately for the work completed on these tasks and split our time and expenses equally between the two contracts. If this proposal is satisfactory, please issue a work order at your earliest convenience. If you have any questions, please call me at (218) 529-7141 or by email at lcarney@barr.com or Eric Dott at (218) 529-8234 or by email at edott@barr.com.

Sincerely,
Barr Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Lynette Carney".

Lynette Carney
Project Manager

A handwritten signature in blue ink, appearing to read "Eric R. Dott".

Eric Dott, P.G.
Vice President

Enc: Revised - Proposal for Site Development Engineering and Environmental Management Assistance
for Garfield Avenue and Elm Street Development Property (Barr January 29, 2015)

cc: Deb Deluca, Duluth Seaway Port Authority



January 29, 2015

Sent via email

Jeff Borling
Business Development Director
Duluth Seaway Port Authority
1200 Port Terminal Drive
Duluth, MN 55802-2609

**Re: REVISED - Proposal for Site Development Engineering and Environmental Management Assistance
Former UP Rail Road Parcels 1, 2, and Portions of Elm Street Easement and Vacated Lynn Avenue
Garfield Avenue and Elm Street Development Property
Duluth, Minnesota**

Dear Mr. Borling:

Barr Engineering Company is pleased to submit this proposal and work order for providing site development engineering assistance and environmental soil management assistance. We understand that the Duluth Seaway Port Authority (the Authority) wishes to develop the above-referenced property (Property) into a secure parking lot/lay-down yard with compacted gravel surfacing and appropriate stormwater management accommodations. A future development phase may include construction of a slab on grade office and garage structure or similar single story commercial building. The Property is comprised of the following: two lots currently owned by the Authority totaling approximately 3.5 acres in total area (Parcels 1 and 2) an Elm Street easement area (to be vacated) totaling 0.25 acres and a segment of vacated Lynn Avenue (Figure attached).

Project Understanding

The proposed development is on former rail yard land, which is now vacant. Our assignment will include working with you to support your due diligence review (updated Phase I ESA), prepare construction drawings and specifications for the gravel parking/lay-down lot improvements, as well as reviewing and incorporating stormwater management elements into the design. In addition, based on the results of the Phase I ESA, supplemental Phase II investigation work may be recommended to support planning for the development. Approximate cost ranges and a description of potential scope for supplemental Phase II work plan development and conducting the investigation are included for budget planning purposes. There are known shallow soil impacts present within the Property area and past environmental investigation work has encountered shallow soil impacts elsewhere in the larger former rail yard area, therefore a response action plan (RAP) and construction contingency plan (CCP) are likely to be necessary to support the development plans. We have also discussed the benefits of re-activating the Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup (VIC) program file for this

development site. Working with the VIC program would be necessary if the Authority chooses to pursue assessment or cleanup grant funding.

Scope of Work

The scope of work will include the following tasks:

Task 1 – Pre-Design Activities

- Prepare an updated Phase I ESA and include a summary of prior environmental studies. This task will rely substantially on the prior Phase I and II ESAs completed by Barr between 2004 and 2008. The new Phase I will assess the Property area shown on the enclosed figure.
- Recommendations for additional Phase II activity will be developed based on the results of the phase I.
- Initiate communications with the MPCA VIC program to re-open the previous VIC site file. Share the Phase I ESA with VIC.
- Complete a site topography survey of all subject parcels develop an initial development layout, and make preliminary estimates of stormwater management needs for the conceptual project.

Task 2 – Site Characterization Activities

- Prepare a site specific health and safety plan.
- Prepare a Phase II investigation work plan (aka Sampling and Analysis Plan) for review and approval by the VIC program.
- Complete the Phase II investigation, including subcontracting a driller, selecting a laboratory, and preparing a report of the methods, findings and conclusions. This report may be submitted to the MPCA and would be used to guide the development of response action plans for the Property.
- Collect geotechnical evaluation data and observations from selected Phase II environmental borings in conjunction with the environmental investigation work. Prepare a separate limited geotechnical evaluation report to evaluate the site for a possible parking area and/or single story slab-on-grade building development. The scope and conclusions of this limited evaluation will be restricted but can help inform planning for parking lot design and future building foundation needs.
- Perform a remedial action options analysis. Referred to as an Analysis of Brownfield Cleanup Alternatives (ABCA), the ABCA would include identifying various cleanup options and end use restrictions and associated costs. This analysis should be completed prior to preparing a Response Action Plan (RAP).

- Civil design layout will consist of up to three stormwater design options and/or calculated runoff iterations to achieve the final design plan;
- The RAP/CCP will use the results derived from the previous investigations, together with our professional judgment, to guide the evaluation of development options with respect to environmental soil contamination management approaches and the development of the Property;
- Our estimated time includes up to three meetings with Port staff, the end-user and the MPCA to discuss the proposed development, design and RAP approach.
- No scope is included here for assistance with possible grant applications, however, Barr can provide you with such assistance, should the opportunity or need arise.

Estimated Cost, Schedule, and Terms of Payment

Barr will perform the proposed work on a time and materials basis in accordance with our continuing Professional Services Agreement (res. 93-07) and fee schedule. Our estimate of potential costs to provide these services is summarized below.

Task 1– Pre-Design Activities	Estimate
Phase I ESA- (to EPA Brownfield Assessment All Appropriate Inquiry requirements) ^{1,2}	
Historical Review, Interviews and Site Reconnaissance	\$1,500
File Reviews	\$1,000
Reporting	\$2,500
Meetings and Development of Recommendations	\$1,500
MPCA VIC Kick off and Program Meetings ¹	\$1,000
Topographic Survey ¹	\$2,000
Phase II Evaluation and Recommendation ¹	\$2,500
Project Meetings and Client Communications ¹	\$1,000
Task 1 Subtotal	\$13,000

Task 2 – Site Characterization Activities	Estimate
Phase II Sampling and Analysis Plan (work plan) and required Health and Safety Plan ^{1, 2, 3}	\$2,500 - \$5,000
Phase II Investigation, Subcontractors and Reporting ^{1, 2, 3, 4}	\$30,000 - \$70,000
Analysis of Brownfield Cleanup Alternatives (ABCA) ^{1, 2}	\$5,000
Task 2 Subtotal	\$37,500 - \$80,000

Task 3 – Civil Design and Environmental Response Action Planning	Estimate
Concept layout, storm water elements and permit evaluation	\$5,000
Response Action Plan and Construction Contingency Plan ¹	\$8,000
Prepare preliminary engineer plans, technical specifications, engineer estimate	\$12,000
Project Meetings MPCA VIC and Client Communications ¹	\$3,500
Task 2 Subtotal	\$28,500

Total Estimated Cost Range	\$79,000 - \$121,500
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Footnotes: **1)** potential grant eligible item- when related to environmental plans and implementation. **2)** performed to meet U.S. EPA Brownfield Assessment Grant program requirements (i.e. in accordance with All Appropriate Inquiry requirements, Quality Assurance Project Plan (QAPP)). **3)** Estimated cost range- actual scope to be based on Ph I ESA findings. **4)** Phase II scope may include gathering limited geotechnical data and observations in selected environmental borings, reported with caveats and conditions for preliminary planning and design purposes.

The Authority should also include budget to fund the MPCA VIC staff review and oversight time (at \$125 per hour). Based on similar projects you should assume 25 to 40 hours of VIC staff time may be needed to support the above scope of activities. Our estimated cost range reflects a wide range of site conditions and assumptions made by Barr and assumptions made regarding anticipated MPCA requirements and comments or requests. It is possible the MPCA will require additional Phase II investigation phases for the current and/or additional parcels. If the MPCA requires additional actions not included in the tasks above, that additional work would require an additional authorization.

Barr will invoice you monthly for work completed in the preceding month in accordance with our general services agreement and the authorized scope of this letter. We will keep you informed of the amount of time used as the work progresses and will not exceed the approved maximum cost without your prior approval.

Conditions

Because Barr is not retained to verify information, Barr will assume no responsibility for the accuracy of information obtained from other sources, including without limitation, regulatory and government agencies, persons knowledgeable about the Property, vendors of public data, and prior reports on the Property or other properties identified in the file information.

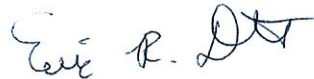
The work will be provided under the terms of our General Services Agreement with the Duluth Seaway Port Authority on a time and materials basis in accordance with our current fee schedule (attached). If this proposal/work order is satisfactory, please counter-sign the enclosed copy of this letter in the space provided or provide an authorization purchase order.

Thank you for the opportunity to provide assistance on your project. If you have any questions, please call me at (218) 529-7141 or by email at lcarney@barr.com or Eric Dott at (218) 529-8234 or by email at edott@barr.com.

Sincerely,
Barr Engineering, Inc.



Lynette Carney
Project Manager



Eric Dott, P.G.
Vice President

LMC:MRH3:ERD

Enc: Barr 2015 Fee Schedule and Terms
Garfield Avenue Figure

The above scope of work is accepted this _____ day of _____, 20__

DULUTH SEAWAY PORT AUTHORITY

By _____

Its _____

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elm_rev3_012915_lmc.docx



Fee Schedule—2015

Rev. 01/01/15

Description	Rate* (U.S. dollars)
Principal	\$145-295
Consultant/Advisor	\$155-250
Engineer/Scientist/Specialist III.....	\$125-150
Engineer/Scientist/Specialist II.....	\$95-120
Engineer/Scientist/Specialist I.....	\$65-90
Technician III.....	\$125-150
Technician II.....	\$95-120
Technician I.....	\$50-90
Support Personnel II	\$95-150
Support Personnel I	\$50-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Reimbursable expenses including, but not limited to, the actual and reasonable costs of transportation, meals, lodging, parking costs, postage, and shipping charges will be billed at actual cost. Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules. Mileage will be billed at the IRS-allowable rate.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

*Rates do not include sales tax on services that may be required in some jurisdictions.



- Proposal Parcels (Owned by DSPA)
- Elm Street Easement Area
- Surrounding Parcels
- Section Lines
- City of Duluth Boundary



Feet

1 Inch = 100 Feet

St. Louis County Imagery Circa May, 2013

GARFIELD AVENUE
Duluth, Minnesota



EXHIBIT B
FEE SCHEDULE



Fee Schedule—2015

Rev. 01/01/15

Description	Rate* (U.S. dollars)
Principal	\$145-295
Consultant/Advisor	\$155-250
Engineer/Scientist/Specialist III	\$125-150
Engineer/Scientist/Specialist II	\$95-120
Engineer/Scientist/Specialist I	\$65-90
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$50-90
Support Personnel II	\$95-150
Support Personnel I	\$50-90

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Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

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