



Consulting Engineers P.A.

February 5, 2024

Chad Ronchetti
Director, Planning & Economic Development

City of Duluth
City Hall, Room 418
411 West 1st Street
Duluth, MN 55802

Re: DECC Seawall Dredging - Proposal

AMI Project # 231236

Mr. Ronchetti-

This proposal is for AMI Consulting Engineers, PA (AMI) to assist the City of Duluth with the development of plans and specifications for performing maintenance dredging to allow for cruise ships to berth along the Seawall behind the Duluth Entertainment Convention Center (DECC) in Duluth, MN. AMI is also proposing to provide bidding assistance, permitting, and construction oversight services.

Background Information

AMI completed a bathymetric survey on the water side of the existing DECC Seawall in the spring of 2023 to determine existing water depths along the dock wall. The results of the bathymetric surveys revealed sediment accumulation that reduces the draft depth along the seawall. This shallow draft depth will prevent the cruise ship's ability to berth & moor along the new DECC Seawall. Maintenance dredging operations are currently proposed to increase the allowable draft depth along the new DECC Seawall.

Scope of Work

AMI is proposing to complete the following services as part of this proposal:

1. Construction Documents:
 - a. AMI will develop project plans that define the limits of the dredging operations and the scope of work to be completed.
 - b. Technical Specifications will be developed to accompany the project plans to further describe the scope of work to be completed.
2. Permitting Services:
 - a. AMI will perform an environmental review and consultation with regulatory agencies to obtain the following permits:
 - i. US Army Corp of Engineers (USACE) which includes a review of the following:
 1. Clean Water Act § 404 – Dredged & Fill Material
 2. River & Harbors Act § 10
 3. Compliance with §106 of the National Historic Preservation Act (NHPA) which includes consultation with the State Historic Preservation Office (SHPO).
 4. Compliance with §18 of the Endangered Species Act (ESA) which includes consultation with the US Fish & Wildlife Service (USFWS).
 5. Submit Certification of Completion to the USACE after dredging is complete
 - ii. Minnesota Department of Natural Resources (MNDNR) which includes a review of the following:
 1. Review of the National Heritage Information System (NHIS).
 2. Submit & manage permit applications through the MNDNR Permitting

- and Reporting System (MPARS).
- 3. General management & communication with MNDNR.
- 4. Submit post dredge bathymetric survey to the MNDNR for their review
- iii. Minnesota Pollution Control Agency (MPCA) which includes a review of the following:
 - 1. Clean Water Act § 401 – Water Quality Certification
 - a. Review of sediment sampling & testing results to perform a pollutant threshold analysis.
 - b. Development & submission of Regulatory Compliance Joint Application.
 - c. General management & communication with MPCA.
- iv. City of Duluth will provide the following:
 - 1. Environmental Assessment Worksheet (EAW) Determination
 - a. The proposed dredging will disturb an area greater than one acre which will require an EAW Determination prior dredging operations commencing.
 - 2. Storage and dewatering location for dredge spoils. The material will be stored at a location less than one-year during the dewatering process.
- 3. Bidding Assistance:
 - a. Attend & run (1) pre-bid meeting at the project site.
 - b. Answer Contractor questions and issue addendums, as necessary.
 - c. Review bid results & provide Contractor recommendations.
- 4. Construction Oversight:
 - a. Pre-Construction/Dredge Meeting with Marine Contractor.
 - b. Perform one pre-dredge, one intermediate, and one post-dredge bathymetric survey. AMI is proposing to have the construction contract for the dredging operations be Unit Price and payment amounts will be based on the results and comparison between the pre- & post-dredge bathymetric survey. Each bathymetric survey will include:
 - i. Surveys will be completed across the entire extent of the project utilizing AMI’s multibeam bathymetric survey equipment.
 - ii. Raw data from the survey will be post-processed, adjusting the depths to reflect water levels consistent with 1985 IGLD low water datum of 601.1’ to generate a bottom profile. Data collected in the field will be post-processed to within an accuracy of 3-inches vertically and horizontally.
 - iii. AMI will compare the results of the survey to previous surveys to determine the quantity of dredge material removed.
 - iv. Prepare and present a 22x34-inch PDF bathymetric survey plan.
 - c. Review and approve progress payment requests as submitted by the Contractor. Payment requests will be forwarded to the Owner for final approval and payment.
 - d. Perform final payment review and project closeout.

Schedule

Based on conversations with the City of Duluth, the City would like to have cruise ships be able to berth and moor at the newly construction dock wall during the 2025 cruise season. To achieve this goal, dredging operations will need to be completed prior to ice forming on the Duluth-Superior Harbor in the fall/winter of 2024. One of the longest lead items for this proposed project is obtaining a permit for disposal or relocation of the dredge material (spoils) from the MPCA. Prior to obtaining this permit, the City of Duluth will need to identify where the temporary storage or de-water location will be and what will be the final location of the dredge spoils. This will need to be determined early in the project since it will dictate the type of permit required and when dredging operations could begin. AMI will assist the City with determining this location, but the City will be responsible for establishing any agreements necessary with dock Owners or other Stakeholders. AMI has attached a preliminary schedule and

information on the requirements for a temporary storage location of the dredge spoils to assist with completing these tasks early in the project schedule.

Assumptions

- AMI will utilize the results of the Spring of 2023 bathymetric survey data for the development of construction documents. Before dredging operations in the fall of 2024, AMI will perform a pre-dredge survey utilizing AMI's multibeam survey to establish a baseline. The bid form will be developed utilizing unit price bid items and the overall contract amount will be adjusted according to the results of the post-dredge bathymetric survey in the fall/early winter of 2024.
- Technical specifications will be provided in MasterSpec format.
- The City of Duluth will be responsible for developing the Front-End Specifications (Division 00 through 01) which deal with procurement and contract information. AMI will review and provide comments, as necessary, on the Front-End Specifications.
- The City of Duluth will be responsible for advertising the project to potential Marine Contractors.
- AMI anticipates that the USACE will determine that a Nationwide or Regional Permit will be applicable for the proposed scope of work.
- Due to previous activity performed within the project area, AMI anticipated that any historic properties, cultural or archaeological resources will not be identified during the consultation with the SHPO.
- Due to previous activity performed within the project area, AMI anticipated that any critical habitat or species of concern will not be identified during the consultation with the USFWS.
- The Contractor performing the dredging will obtain the Stormwater or National Pollutant Discharge Elimination System (NPDES) permit.
- The field collection of the required data during the bathymetric surveys will be completed in approximately one day.
- The date of the field collection or the bathymetric survey will be dependent on shipping schedules and weather.
- The field collection of data will be performed prior to ice forming in the Duluth-Superior Harbor and closing of local boat ramps.
- Data collected during the bathymetric surveys will only occur in areas where water depth is greater than five feet.
- Structures shown in the construction documents, surveys, and plans developed during dredging operations are included for reference only. Topographic surveyed above the waterline or in areas less than 5-feet of water are not included in AMI's proposed scope of work.
- Wave heights during the data collection will be less than 6 inches. Data can be collected when wave heights exceed this limit, but AMI cannot guarantee this level of accuracy presented in the scope of work.
- Bathymetric surveys will not be completed in areas of vegetation that can inaccurately present the location of the mudline.
- Dredge operations will be completed over a period of (5) weeks. This timeline is based on an assumed dredge quantity and dredge rate between 80 to 100 cubic yards per hour.
- The dredge spoils will be stored at a location selected by the City of Duluth for less than one year.

Items Not Included

- If the City of Duluth determines that there is a significant environmental impact an Environmental Impact Statement (EIS) is required. **The development of EIS is excluded from this proposal.**
- The local USACE District will determine what type of permit will be required for the proposed dredging. AMI is currently proceeding with the assumption that this scope of work will fall under a Nationwide or Regional Permit. If the USACE makes a determination that an individual permit is required, the application for this permit is beyond AMI's proposed scope of work. **USACE Individual Permit Application is excluded from this proposal.**

- Focused species surveys for listed species that may be adversely affected by the project, and development of species-specific plans to avoid impact.
- Public involvement coordination and documentation.
- Side-scan survey of the proposed dredge area for documenting any potential interference operations.
- Topographic survey of shorelines, and docks of areas where water depths are less than five feet.
- Wetland impact analysis and jurisdictional determination process.
- Boundary or legal surveys.
- Dive inspections to document existing conditions below the waterline.
- Permitting Fees will be the responsibility of the City of Duluth.

Proposed Fee

AMI proposes to complete the services described above based on a Time & Material Not to Exceed **Seventy-Four Thousand One Hundred Dollars (\$74,100.00)** based on the following breakdown:

- Construction Documents = \$15,000.00
- Permitting Services = \$24,300.00
- Bidding Services = \$3,600.00
- Construction Oversight = \$31,200.00

AMI will not exceed this fee without your written authorization. Additional services beyond those outlined above may be provided at your request and will be billed per the attached AMI hourly rates of compensation. The work will be scheduled once authorization has been received. The services described above will be completed under the AMI’s Standard Terms and Conditions.

If you have any questions or comments regarding this proposal or find any information listed above in error, please contact me at (715) 718-2193 extension 17.

Respectfully Submitted,



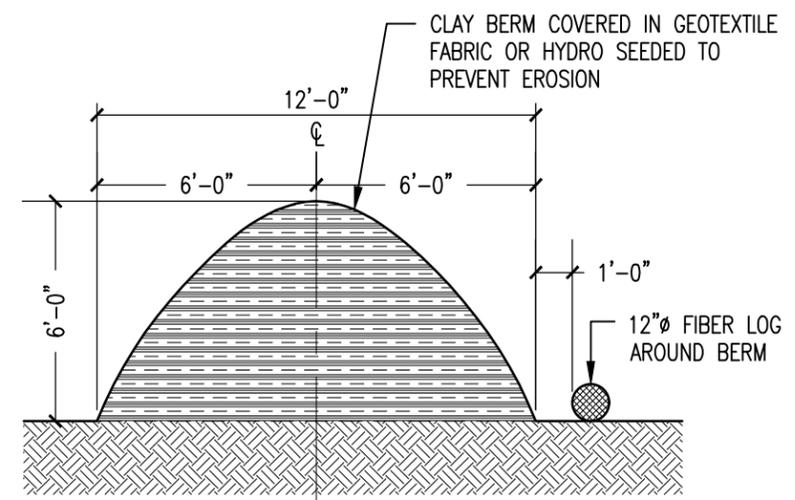
Chase Dewhirst, PE
Marine Civil Engineering Manager

Enclosed:

- AMI Drawing CN100 & CN101 (PRELIMINARY)
- Preliminary Schedule
- AMI 2024 Hourly Rates of Compensation
- AMI Standard Terms and Conditions



1 DREDGE MATERIAL CONTAINMENT AREA
 CN101 1" = 100'-0"



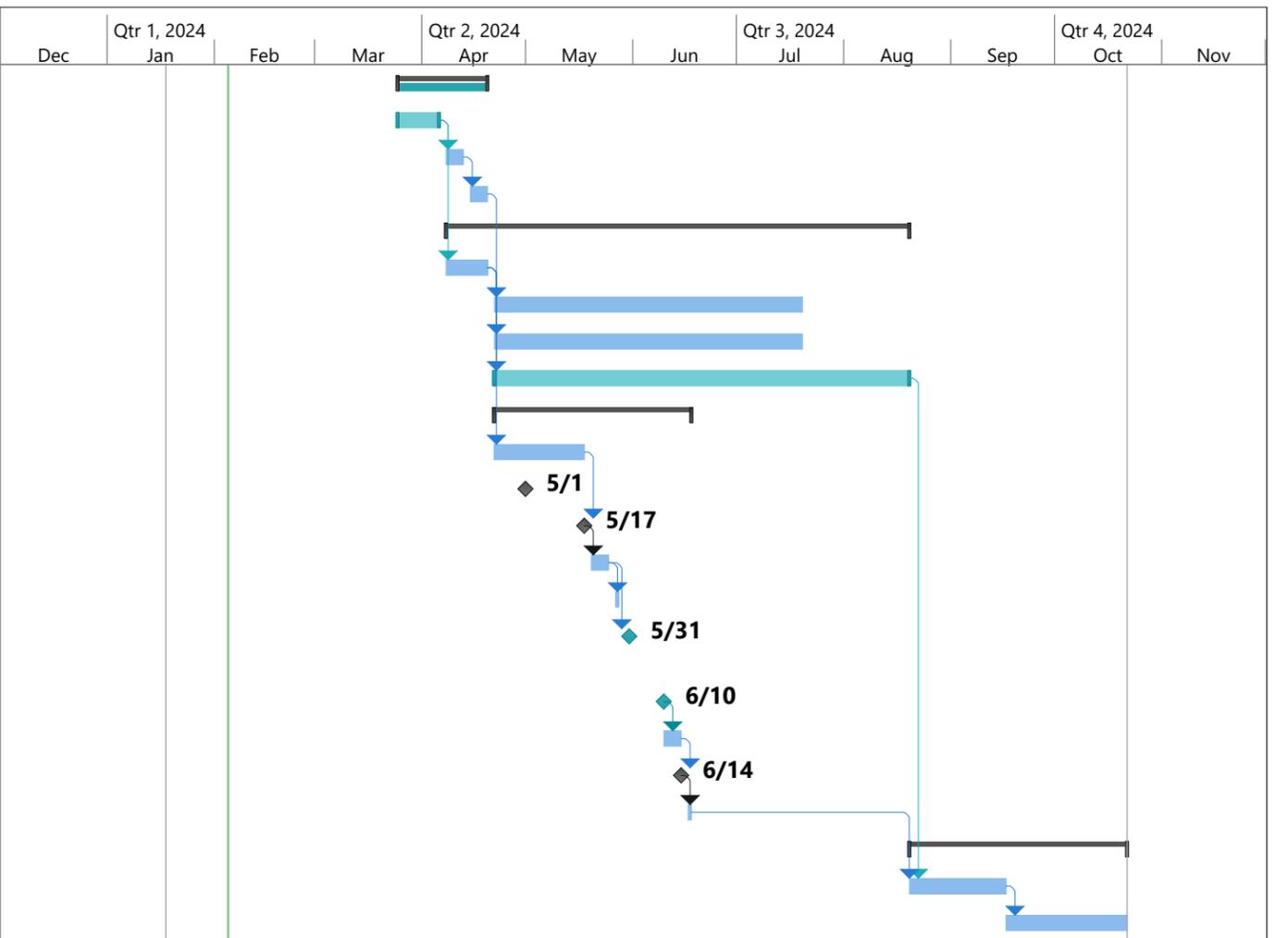
2 BERM SECTION
 CN101 1" = 5'-0"

1. CONTAINMENT AREA = 68,750 SQ. FT.
2. CONTAINMENT VOLUME = 20,300 CU. YD (VOLUME BASED ON INSIDE AREA OF CONTAINMENT BERM WITH AN AVERAGE HEIGHT OF STOCKPILED MATERIAL @ 8 FT.)

PRELIMINARY
NOT FOR CONSTRUCTION

DESCRIPTION	BY:
DULUTH COASTAL INFRASTRUCTURE	
DREDGE PROJECT	
350 HARBOR DRIVE	
DULUTH, MINNESOTA	
DREDGE MATERIAL CONTAINMENT AREA	
JOB No: 211016 DATE: DRAWN BY: SAJ DESIGNED BY: CAD	
SHEET: <h1 style="margin: 0;">CN101</h1>	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Dec	Qtr 1, 2024		Feb	Mar	Qtr 2, 2024		May	Jun	Qtr 3, 2024		Aug	Sep	Qtr 4, 2024		Oct	Nov
									Jan			Apr			Jul									
1	🚀	Engineering	20 days	Mon 3/25/24	Fri 4/19/24																			
2	🚀	Project Plans	10 days	Mon 3/25/24	Fri 4/5/24																			
3	👉	Project Specifications	5 days	Mon 4/8/24	Fri 4/12/24	2																		
4	👉	Bid Package Review	5 days	Mon 4/15/24	Fri 4/19/24	3																		
5	👉	Permitting	96 days	Mon 4/8/24	Mon 8/19/24																			
6	👉	Permit Apps & Narrative	10 days	Mon 4/8/24	Fri 4/19/24	2																		
7	👉	MnDNR - 90 Days	65 days	Mon 4/22/24	Fri 7/19/24	6																		
8	👉	USACE - 90 Days	65 days	Mon 4/22/24	Fri 7/19/24	6																		
9	🚀	MPCA Permit - 120 Days	86 days	Mon 4/22/24	Mon 8/19/24	6																		
10	👉	Bidding	41 days	Mon 4/22/24	Mon 6/17/24																			
11	👉	Advertise for Bid	20 days	Mon 4/22/24	Fri 5/17/24	4																		
12	📅	Pre-Bid Meeting	0 days	Wed 5/1/24	Wed 5/1/24																			
13	👉	Bid Opening	0 days	Fri 5/17/24	Fri 5/17/24	11																		
14	👉	Bid Review	5 days	Mon 5/20/24	Fri 5/24/24	13																		
15	👉	Issue Notice of Award	1 day	Mon 5/27/24	Mon 5/27/24	14																		
16	🚀	Submit Resolution to Council	0 days	Fri 5/31/24	Fri 5/31/24	14																		
17	🚀	Council Meeting	0 days	Mon 6/10/24	Mon 6/10/24																			
18	👉	City Contract Paperwork	5 days	Mon 6/10/24	Fri 6/14/24	17																		
19	👉	Award of Contract	0 days	Fri 6/14/24	Fri 6/14/24	18																		
20	👉	Issue Notice to Proceed	1 day	Mon 6/17/24	Mon 6/17/24	19																		
21	👉	Construction	45 days	Tue 8/20/24	Mon 10/21/24																			
22	👉	Mobilization	20 days	Tue 8/20/24	Mon 9/16/24	9,20																		
23	👉	Dredging Operations	25 days	Tue 9/17/24	Mon 10/21/24	22																		



Project: Proposed Schedule - 2 Date: Mon 2/5/24	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

FEE SCHEDULE - CONFIDENTIAL

Effective Date: January 1, 2024

The hourly rates of compensation for professional services are as indicated below.

STAFF CLASSIFICATION	HOURLY RATE
Principal Engineer	\$300
Engineer III	\$175-\$240
Engineer II	\$135-\$175
Engineer I	\$105-\$135
Coastal Engineer III	\$250
Coastal Engineer II	\$190
Coastal Engineer I	\$140
Marine Coatings/Corrosion Specialist	\$160
Staff Professional III	\$110-\$140
Staff Professional II	\$90-\$110
Staff Professional I	\$80-\$90
Technician III	\$120-\$150
Technician II	\$95-\$120
Technician I	\$70-\$95
Land Surveyor	\$150
Marine Surveyor	\$160
Three-Man Dive Team	\$650
ROV Pilot	\$170

Note:

- Engineer classifications include department managers, project managers, licensed engineers, engineers in training, and graduate engineers.
- Staff Professional classification includes geologist, scientist, water resource professional, soil scientist and environmental consulting professionals, and permitting specialists.
- Technician classification includes CADD and GIS operators, certified bridge inspectors, interns, and clerical staff.
- All classifications are for labor only.
- Additional charges for equipment will be assessed according to the equipment rental fee schedule. A minimum rate of ½ day will be charged for all equipment rentals.
- Overtime for personnel will be charged at 125% the above rates and Sundays and Holidays will be charged at 150% the above rates.
- Expenses connected with the work such as travel, vehicle rental, subsistence, lodging, etc., will be charged at cost or Federal GSA Rates.
- Outside consultants and materials will be charged at cost plus ten percent.
- Travel to locations outside the Duluth / Superior city limits will be charged at \$1.00 per mile for standard travel and \$2.00 per mile when towing.



Consulting Engineers P.A.

General Terms and Conditions

1. AMI Consulting Engineers P.A. (AMI) shall perform the services defined in the attached AGREEMENT and shall invoice the CLIENT. Any estimate of cost to the CLIENT as stated in this AGREEMENT shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in the AGREEMENT). AMI will provide additional services under the attached AGREEMENT as requested by the CLIENT and invoice the CLIENT for those additional services at standard rates.
2. Right of Entry. The CLIENT will provide for right of entry of AMI personnel and all necessary equipment, in order to complete the work. While AMI will take all reasonable precautions to minimize any damage to the property, it is understood by the CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this AGREEMENT.
3. Retainer. The CLIENT shall submit a retainer as set out in the AGREEMENT at the time of a fully executed AGREEMENT. Services shall not begin until retainer and fully executed AGREEMENT are received. Retainer amount shall be applied to the last invoice upon completion of services.
4. Invoices. Invoices will be processed on a monthly basis, due within 30 calendar days of the invoice date (NET 30). CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, on past due accounts. If collection of past due invoices becomes necessary, CLIENT agrees to pay AMI the cost of any court costs and reasonable attorney's fees associated with collecting monies due.
5. Mechanic's Liens. **(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."**
6. Ownership of Documents. All reports, field data, field notes, drawing, specifications, calculations, estimates and other documents prepared by AMI, as instruments of service, shall remain the property of AMI. CLIENT agrees that all reports and other work furnished to the CLIENT or his agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever. The CLIENT agrees not to use surveying and engineering documents for purposes other than intended unless the use is approved by AMI. AMI will retain all pertinent records relating to the services performed for a period of five years following submission of the final invoice.
7. Standard of Care. Service performed by AMI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.
8. Limitation of Liability. CLIENT agrees to limit AMI's liability to CLIENT and all construction contractors arising from AMI's professional acts, errors or omissions, such that the total aggregate liability of AMI to all these named shall not exceed AMI's total fee for the services rendered on this project.

9. Insurance. AMI represents and warrants that it and its employees are protected by worker's compensation insurance and that AMI has such coverage under public liability and property damage insurance policies which AMI deems to be adequate. Certificates for all such policies of insurance shall be provided to CLIENT upon request. Within the limits and conditions of such insurance and the provisions of paragraph 7 above pertaining to limitation of liability, AMI agrees to indemnify and save Client harmless from and against any loss damage, or liability arising from any negligent acts by AMI, its agents, staff and consultants employed by it. AMI shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff and other consultants employed by it.
10. Termination. This AGREEMENT may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, AMI shall be paid for services performed to the termination notice date plus reasonable termination expenses.
11. Disputes. In the event that a dispute should arise relating to the performance of or payment for the services to be provided under this AGREEMENT, and should that dispute result in litigation, it is agreed that AMI shall be entitled to recover all reasonable costs incurred in the claim, including staff time, court costs, attorney's fees and other claim-related expenses.
12. Assignments. This AGREEMENT and the rights and duties hereunder will not be assigned, subcontracted, or transferred by CLIENT, in whole or in part, without AMI's prior written approval.
13. Waivers. No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or of different character.
14. Force Majeure. Neither party to this AGREEMENT will be liable to the other party for delays in performing the Scope of Work or for the direct or indirect cost resulting from such delays, that may result from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, ordinary weather conditions, catastrophe, pandemic, or any other cause beyond the reasonable control or contemplation of either party.
15. Authorization to Proceed. Execution of this AGREEMENT by Client will be authorization for AMI to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.
16. No Third-Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than AMI and the CLIENT and has no third-party beneficiaries.
17. Jurisdiction. The law of the State of Minnesota shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.
18. Severability. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
19. Change Orders. Client may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for AMI to complete the Scope of Services, adjusted compensation and/or time will be mutually agreed upon. Additional services provided by AMI will be entitled to additional compensation or extension of time in conformity with the attached schedule of Fees.