

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

SHORT ELLIOTT HENDRICKSON, INC & CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the City of Duluth, Minnesota hereinafter referred to as the "City" and:

Name: **Short Elliott Hendrickson, Inc.**
Address: **418 West Superior Street, Suite 200, Duluth, MN 55802**

hereinafter referred to as the "Engineer", in consideration of the mutual promises contained herein.

Payments as described in Section V shall be made from Funding **440-038-5530; SIP2026-2317**; Project # **2317**; and Resolution No. **25-0467R**, 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: **2317**
Project Name: **Design Services for 2026 Street Preservation Project (Lincoln Park)**
Project Description: **Design services for the 2026 street preservation project in Lincon Park**

The professional engineering services to be provided under this agreement consist of those phases A through G checked below. A more particular description of each phase is contained in Section II, "Basic Services", of the agreement.

<u>Phase</u>	<u>Description</u>
<input checked="" type="checkbox"/> A.	Study and Report Phase
<input checked="" type="checkbox"/> B.	Preliminary Survey Phase
<input checked="" type="checkbox"/> C.	Preliminary Design Phase
<input checked="" type="checkbox"/> D.	Final Design Phase
<input checked="" type="checkbox"/> E.	Bidding Phase
<input type="checkbox"/> F.	Construction Survey and Layout Phase
<input type="checkbox"/> G.	Construction Administration and Inspection Phase

SECTION I. GENERAL

A. ENGINEER

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

B. NOTICE TO PROCEED

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

C. TIME

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

D. CITY'S REPRESENTATIVE

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

E. ENGINEERING GUIDELINES

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

F. SUBCONSULTANTS

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

- ☒ Included in this Agreement
☐ Not included in this Agreement

The Engineer shall:

1) City's Requirements

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

2) Advise Regarding Additional Data

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

3) Technical Analysis

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

4) Economic Analysis

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

5) Report Preparation

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

6) Report Presentation

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

7) Supplementary Duties

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

8) Completion Time

The Study and Report Phase shall be completed and report submitted by **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 Ninety-Nine Thousand, Nine Hundred Seventy-Five and 00/100 Dollars (\$199,975.00)**.

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

SHORT ELLIOTT HENDRICKSON, INC.

By: _____

Its: _____
Title of Representative

Date: _____



EXHIBIT A

May 23, 2025

RE: Request for Proposal
Design Services for 2026 Street
Preservation Project (Lincoln Park)
COST PROPOSAL
RFP Number 25-99480
City Proj. No. 2317
SEH No. DULUT P-184133

City of Duluth Purchasing
City Hall
411 West 1st Street, Room 120
Duluth, MN 55802

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this cost proposal for the 2026 Street Preservation Project (Lincoln Park). This cost proposal is based on the scope of services outlined and discussed in our separate proposal. The fee breakdown is as follows:

Design Phase Services – Lincoln Park

Design Services	\$192,272
Bidding Services	\$3,123
Direct Expenses	\$4,580
Total Cost	\$199,975

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

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

- Topographic survey efforts will be limited to what is needed to accommodate ADA compliance, drainage improvements, and provide adequate construction documents
- The City will pre-mark all improvements that should be included in the design prior to a Notice to Proceed
- Geotechnical investigation and recommendations will be provided by the City of Duluth
- No boundary survey efforts are included. It is assumed no easements will be required.
- City will provide traffic control assistance for field survey collection, if needed
- No City Council or Planning Commission meetings are included
- No environmental work is included
- A drainage memo will not be required
- Approximately 309 structures (catch basins and manholes) will be inspected
- SEH will only inspect catch basins and manholes that we can see and access
- No storm sewer components will need to be resized and replacing storm sewer pipes is not needed
- ADA improvements shall consist of 16 intersection quadrants/ramps. All shall be designed with a Level 2 design
- Traffic control will require 11 different staging configurations

Engineers | Architects | Planners | Scientists

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

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

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

- No cross sections will be included in the plan set as this is a reconditioning project. Typical sections will be included.
- City will provide GIS information including aerial photography, LiDAR, utilities, and right-of-way.
- City will provide "front end" bidding documents (bid forms, contract conditions, etc.) to be included with the overall project manual. City will lead bidding process.
- Meetings will be limited to those listed within the workplan and will be hosted by the City.

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

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

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

Respectfully submitted,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink, appearing to read 'Matt Bolf', with a stylized flourish at the end.

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



Billing Title		PM	PE	PE	Sr Tech	Grad Eng	Survey Crew	Survey Tech	Sr Tech	Accounting	Admin Tech	Subconsultant &	Total
Employee Name		Bolf	Henderson	Jennings	Orieskie	Boggio	Chief Anderson	Yeats	Schwarz	Rep Babb	Hayes	Expenses	
Task #1 - Project Management													
1.1	Contract and General												
	Develop contract & subconsultant agreements	1											1
	Create project in accounting system	1								2			3
	Develop Quality Control Plan	2	2		2								6
	Project schedule and fee review	2	1							1			4
	Invoice management	4	1							4			9
	Subtotal Hours	10	4		2					7		N/A	23
1.2	Meetings (Notice, Agenda, Materials, Minutes)												
	Kickoff meeting with Client	3	1										4
	Kickoff meeting with SEH Staff	1	1	1	1	1	1	1					7
	Progress Meetings with the City (prelim, 30, 60, 95)	8	4										12
	Bi-Weekly Check-In Meeting	8	8										16
	Public informational meetings (1 in-person, 1 virtual, and prep)	6	6		4								16
	Closeout meeting	1	1										2
	Subtotal Hours	27	21	1	5	1	1	1				N/A	57
	Task Hours Summary	37	25	1	7	1	1	1		7		N/A	80
	Task Fee Summary	\$9,620.00	\$4,375.00	\$242.00	\$910.00	\$133.00	\$145.00	\$130.00		\$875.00			\$16,430.00
Task #2 - Preliminary Engineering													
2.1	Data Collection												
	Collect Data from Client (drawings, survey, geotech, etc)	2	1		1		1						5
	Utility Coordination Process												
	Conduct Utility One Call & Collect Utility Maps				4								4
	Utility Coordination Checklist QA/QC		1				1						2
	Utility Verification Letters and Drawings	1	3		2	1							7
	Utility Relocation Letters and Drawings	1	3		2	1							7
	Subtotal Hours	4	8		9	3	1					N/A	25
2.2	Topographic Survey												
	Select Topographic Survey						1	8				\$ 320.00	9
	Topographic Survey for Ped Ramps	1			1		1	8				\$ 320.00	11
	Structure surveys (309 structures)	1	1				8	88				\$ 3,520.00	98
	Subtotal Hours	2	1		1		10	104				N/A	118
2.3	Field Investigation & Field Walk												
	Review existing street condition and client data	1	18	3	18	3	5	1					49
	Prep for field walk (GIS, plan views, coordination, etc.)	3	1	1	3			1	7				16
	Comprehensive Field Walk with City	8	8		8			8				\$ 420.00	32
	Transfer Field Walk Notes to CAD	1	1		4	4		1	1				12
	Subtotal Hours	13	28	4	33	7	5	11	8			N/A	109
2.4	Preliminary Street and Utility Design												
	Reduce survey data into geometrics for proposed locations		1		12								13
	Incorporate available data info into basemap (Utility Maps, Data Collection information, etc.)				12								12
	Determine typical sections	2	18		12								32
	Non-Compliant Driveways	1	9		12								22
	Turf Establishment		9		12								21
	Striping	2	9		12								23
	Sidewalk	1	9		12								22
	ADA Compliance design (Assume 16 intersections)	1	16		85	16							118
	Drainage/Storm Sewer Design												
	Curb/Gutter and Other Drainage Improvements	2	9	9	16								36
	Replacement Structures and adjustments	1	9	9	30								49
	Traffic Design												
	Traffic Control Design (Assumed 11 different configurations)	5	5		22								32
	Cost Estimating												
	Preliminary Cost Estimate (preliminary form)	2	9		9	9							29
	30% Cost Estimate (revised preliminary form)	2	6		6	5							19
	60% Cost Estimate (revised preliminary form)	2	5		6	5							18
	95% Cost Estimate (based on quantity take off & bid items)	2	5		9	9							25
	Final Cost Estimate	2	3		4								9
	Subtotal Hours	25	122	18	271	44						N/A	480
	Task Hours Summary	44	159	22	314	54	16	115	8			N/A	732
	Task Fee Summary	\$11,440.00	\$27,825.00	\$5,324.00	\$40,820.00	\$7,182.00	\$2,320.00	\$14,950.00	\$1,320.00			\$4,580.00	\$115,761.00
Task #3 - Bid Documents													
3.1	Develop Construction Plans												
	Title Sheet				2								2
	General Layout	1	1		4								6
	Estimated Quantities, Notes, Standard Plates				4	80							84
	General Notes	1	1		4								6
	Tabulations	1	8		18	40							67
	Construction details	1	1		4								6
	Intersection Detail Sheets (assumes 16 sheets)		8		32								40
	34th Ave W		1		6								7
	Carlton St		1		6								7
	39th Ave W		1		6								7
	W Superior St		1		6								7
	Jenswold		1		6								7
	W Michigan St		1		6								7
	21st Ave W		1		6								7
	W 4th St		1		6								7
	W 5th St		1		6								7
	20th Ave W		1		6								7
	22nd Ave W		1		6								7
	23rd Ave W		1		6								7
	W 12th St		1		6								7
	W 11th St		1		6								7
	22nd Ave W		1		6								7
	W 13th St		1		6								7
	W 3rd St		1		6								7
	30% Quality Control Review	2	2	1	4	8							17
	60% Quality Control Review	2	2	1	4	8							17
	95% Quality Control Review	2	2	1	4	8							17
	Final Quality Control Review	4	2	1	4	8							19
	Subtotal Hours	14	44	4	186	152						N/A	400
3.2	Project Manual												
	Front end documents	3	1								1		5
	Bidding requirements	3	1								1		5
	Special provisions	3	1								1		5
	Technical specifications	8	3		4	2					1		18
	Quality control review	3	1			2							6
	Subtotal Hours	20	7		4	4					4	N/A	39
3.3	Bidding												
	Prepare ad for bid & electronic bid docs	1	1		1	1					3		7
	Respond to bid questions & prepare addenda	4	3								2		9
	Attend bid opening	1											1
	Subtotal Hours	6	4		1	1					5	N/A	17
	Task Hours Summary	40	55	4	191	157					9	N/A	456
	Task Fee Summary	\$10,400.00	\$9,625.00	\$968.00	\$24,830.00	\$20,881.00					\$1,080.00		\$67,784.00
Project Summary													
	Project Hours Summary	121	239	27	512	212	17	116	8	7	9	N/A	1,268
	Project Fee Summary	\$31,460.00	\$41,825.00	\$6,534.00	\$66,560.00	\$28,196.00	\$2,465.00	\$15,080.00	\$1,320.00	\$875.00	\$1,080.00	\$4,580.00	\$199,975.00

PROPOSAL FOR PROFESSIONAL DESIGN SERVICES

2026 Street Preservation Project (Lincoln Park)

RFP Number 25-99480
Project No. 2317


CITY OF DULUTH, MINNESOTA | MAY 23, 2025



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

**APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 25-99480 2026 Street Preservation (Lincoln Park)**

Bidder Information:	
Bidder Name	Short Elliott Hendrickson Inc. (SEH®)
Mailing Address	418 West Superior Street, Suite 200, Duluth, MN 55802
Contact Person	Matt Bolf, PE
Contact Person's Phone Number	218.279.3025
Contact Person's E-Mail Address	mbolf@sehinc.com
Federal ID Number	41-1251208
Authorized Signature	
Name & Title of Authorized Signer	Matt Bolf, Principal
Email of Authorized Signer	mbolf@sehinc.com

ACKNOWLEDGMENT OF ADDENDA

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

May 23, 2025

Patti Stalvig, Purchasing Agent
City Purchasing
411 W. 1st Street, Room 120
Duluth, MN 55802



Building a Better World
for All of Us®

RE: RFP 25-99480 2026 Street Preservation Project (Lincoln Park)

Dear Ms. Stalvig and Members of the Selection Committee:

The City of Duluth is committed to maintaining safe and reliable infrastructure through its ongoing pavement preservation program. As part of this initiative, the City invests in annual street improvement projects to extend pavement life, improve drainage, enhance ADA accessibility, and ensure long-term functionality. The City is seeking a trusted consultant partner for approximately four miles of street segments throughout the Lincoln Park neighborhood, slated for a mix of mill and overlay, overlay, and reclaim treatments, continuing the City's focus on maintaining and improving its infrastructure.

Short Elliott Hendrickson Inc. (SEH®) offers the following qualifications and project interest:

ACTIVE IN THE LINCOLN PARK NEIGHBORHOOD. We are currently active in the Lincoln Park neighborhood, providing design and construction services for both the Lead Service Line Replacement Program and the West Superior Street Reconstruction project. Our ongoing presence and familiarity with the area position us to deliver this project efficiently.

EXTENSIVE EXPERIENCE IN THE CITY OF DULUTH. Each of our proposed team members has extensive experience on similar projects throughout the City, ensuring that our plans meet the City's specifications and preferences. This experience translates into designs that align with the City's expectations and are delivered with accuracy and attention to detail.

FOCUSED ON EFFICIENT PROJECT DELIVERY. We are dedicated to minimizing delays and unexpected costs during construction. To support this, we'll submit draft plan sheets for review before finalizing the full set. This early review process helps identify potential issues early, ensuring the project stays on track and minimizing the likelihood of change orders or rework.

PROJECT PREFERENCE – LINCOLN PARK. We are submitting proposals for two of the City's 2026 Street Preservation projects and have the capacity to successfully deliver both. However, given our current work and long-term commitment in the Lincoln Park neighborhood, we view this project as our top priority and are especially interested in the opportunity to continue serving the City in this area.

We look forward to continuing our successful partnership with the City of Duluth and delivering a street improvement project that meets your goals for long-term infrastructure success. Please contact Project Manager Matt Bolf at mbolf@sehinc.com or 218.279.3025 if you have any questions or need additional information.

Respectfully submitted,



MATT BOLF PE (MN)
PRINCIPAL, PROJECT MANAGER

The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document. ©2025 Short Elliott Hendrickson Inc. The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process. SEH is a registered trademark of Short Elliott Hendrickson Inc. DULUT 184133

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55802-1512

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

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1. | Goals and Objectives

Background

The City of Duluth successfully increased the general sales tax by 0.5% to finance capital projects related to street, curb, gutter, sidewalk and bridge improvements. The 2026 Street Preservation project in the Lincoln Park neighborhood will utilize these local funds and provide nearly four miles of mill and overlay, overlay, and reclaim treatments across 18 streets. **These efforts will improve deteriorated pavement, aging infrastructure, drainage deficiencies, and ADA non-compliance.**

Goals

A successful project for the Lincoln Park Street Preservation will implement the following outcomes and **we will collaborate closely with City staff to achieve these outcomes through each phase of the project.**

- ◆ **Improved Ride Quality:** Pavement reconditioning across all streets will enhance the driving experience for motorists and increase long-term surface performance.
- ◆ **Safer Pedestrian Facilities:** ADA non-compliant pedestrian ramps will be upgraded to meet current standards. Sidewalk improvements will also be evaluated where applicable.
- ◆ **Improved Drainage Systems:** Drainage improvements may include ditching, structure adjustments and replacements, storm sewer upgrades, curb replacements, sump pump discharge connections, and seepage area improvements to alleviate poor drainage throughout the project corridor.
- ◆ **Reconstruct Driveway Entrances:** Several driveway aprons exhibit settlement, deteriorated curb, or excessive overlay buildup that impedes drainage and access. These will be reviewed for reconstruction to restore function and improve grading.

Our key focus areas include proactive project management, accurate cost estimating, and delivery of high-quality plans.

Objectives

We understand the City has prioritized **higher-quality deliverables and tighter schedule discipline** by dividing the 2026 program into three smaller projects. To meet these expectations:

- We will define submittal expectations for the 30%, 60%, and 95% design milestones at project kickoff and tie our internal schedule directly to those deliverables.
- Each submittal will undergo SEH's multi-disciplinary QA/QC review process to ensure clarity, consistency, and completeness.
- The SEH team will remain consistent from kickoff through bidding to ensure smooth communication, continuity, and accountability.



PROJECT MANAGEMENT/ COMMUNICATION

Matt Bolf will lead coordination with Patrick Loomis and our internal team to develop a clear project management and communication plan. This plan will address early challenges, decision-making protocols, and key milestones.

KICKOFF MEETING

A project kickoff meeting will be held immediately after award to:

- Introduce project team members
- Align on project goals, expectations, and deliverables
- Transfer data and files between City and SEH
- Establish a communication plan (suggested: biweekly Teams meetings)
- Identify critical success factors and design constraints
- Define expectations for the 30%, 60%, and 95% submittals
- Review SEH's QA/QC process to be implemented throughout design

PROJECT WALKTHROUGH

We understand the **City will pre-mark all replacement areas** prior to the consultant beginning work. SEH will use these markings as a basis for a joint **field walkthrough with City staff to verify project scope** and confirm survey needs. To maximize efficiency, **we will prepare preliminary drawings and proposed alignments in a GIS based collector application** in advance of the walkthrough.

Our team will **include a surveyor during the field walk to collect real-time data** in steep areas, at pedestrian ramps, and in locations requiring drainage improvements. Field **notes will be recorded electronically** in the GIS application and shared with both the SEH design team and the City to ensure a clear and shared understanding of project expectations.

PUBLIC INVOLVEMENT

We will coordinate with James Gittemeier and Patrick Loomis to host one in-person and one virtual public meeting. These meetings will:

- Present project goals, constraints, and gather input on known issues
- Use public feedback to inform final design decisions
- Provide updates on selected improvements, schedule, and construction phasing

PRELIMINARY DESIGN AND PLAN STANDARDS REVIEW

Following the project walkthrough, SEH will **prepare preliminary construction cost estimates by street segment**. This will help **balance the desired improvements with available budget and confirm the final design scope** with City staff before advancing detailed design.

As part of this early submittal, we will also provide a **Plan Standards Review package** summarizing our proposed sheet format, labeling conventions, typical sections, and plan organization. This will **allow for early feedback from the City to ensure the final design aligns with expectations** and incorporates any preferred standards. Collaborating on these details in the early design phase will help **minimize revisions** later and **ensure consistency** through final plan development.

STORMWATER DESIGN

We will **evaluate existing stormwater conditions throughout the corridor, including known drainage concerns** identified during the project walkthrough and through City input. Our team will **review televising and survey data to assess the condition of pipes**. We will also **perform structure inspections, including inspection forms and photographs**, and will **recommend targeted improvements** such as structure adjustments, replacements, sump pump connections, or localized grading to improve flow.

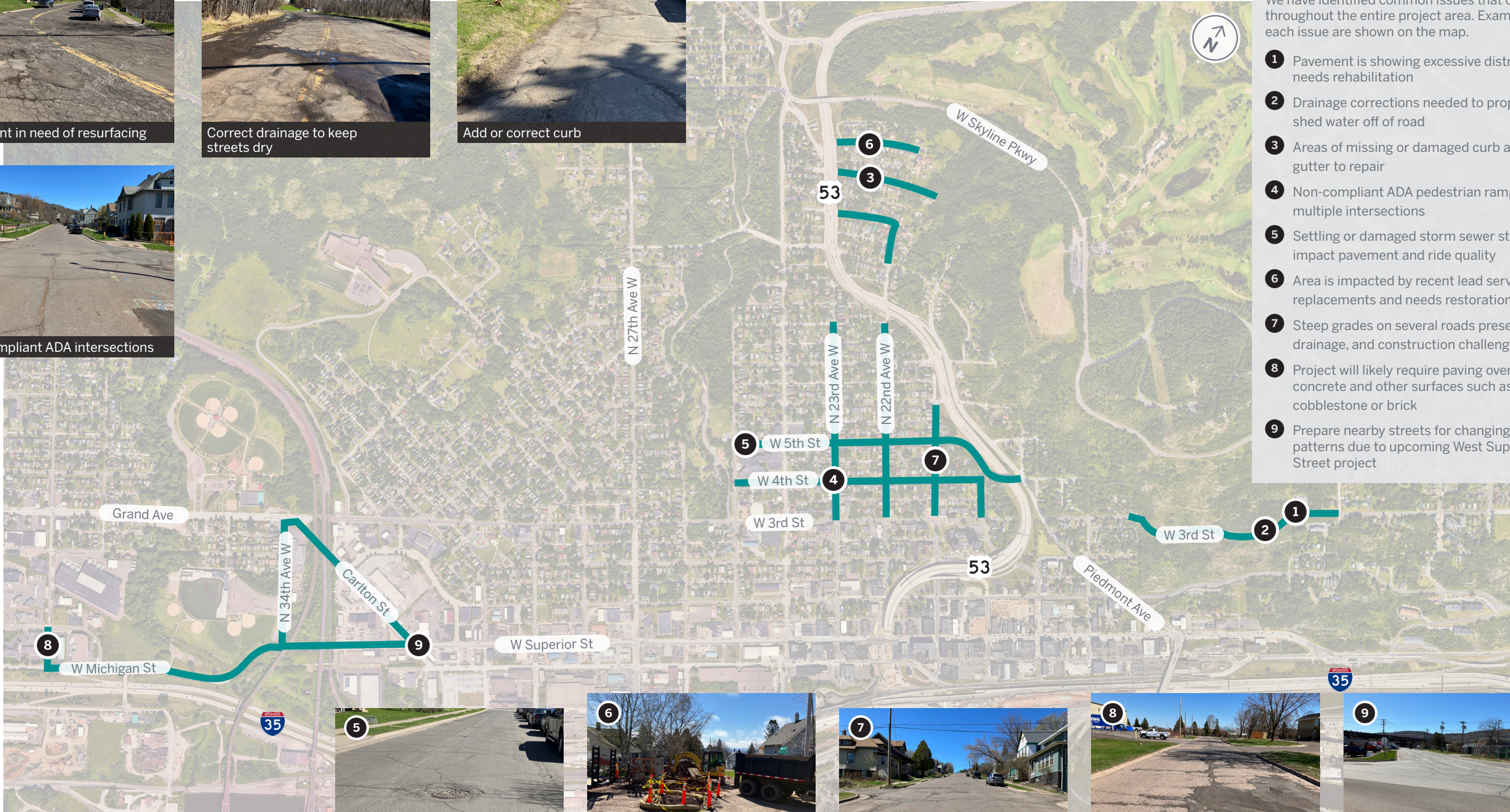
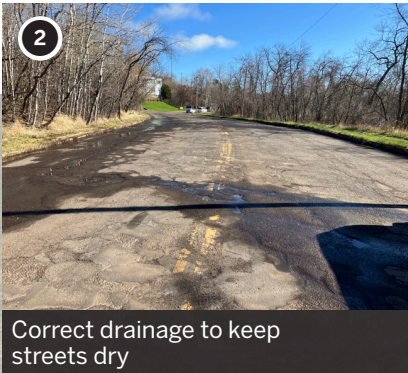
SEH staff has completed similar drainage designs for the City on numerous past street projects, and **we recently led the development of the City's Surface Water Management Plan, which includes the Lincoln Park neighborhood**. This plan will serve as a valuable starting point for **identifying and prioritizing drainage improvements that align with City-wide stormwater goals**.

DELIVERING CONSTRUCTIBLE, REVIEW-READY PLANS

SEH's plans will be developed using internal plan-check protocols and checklists tailored to City of Duluth standards. **Each milestone submittal will include a record of QA/QC completion** to provide transparency and assurance. Our plans will also be directly aligned with the submittal expectations defined at project kickoff, **enabling more efficient City review and minimizing revisions**.

This disciplined approach to quality reduces the likelihood of changes during construction – **minimizing schedule delays, cost overruns, and the need for City staff to resolve design-related issues in the field**.

PROJECT CONSIDERATIONS | 2026 Street Preservation — Lincoln Park



COMMON ISSUES

We have identified common issues that occur throughout the entire project area. Examples of each issue are shown on the map.

- 1 Pavement is showing excessive distress and needs rehabilitation
- 2 Drainage corrections needed to properly shed water off of road
- 3 Areas of missing or damaged curb and gutter to repair
- 4 Non-compliant ADA pedestrian ramps at multiple intersections
- 5 Settling or damaged storm sewer structures impact pavement and ride quality
- 6 Area is impacted by recent lead service replacements and needs restoration
- 7 Steep grades on several roads present ADA, drainage, and construction challenges
- 8 Project will likely require paving over concrete and other surfaces such as cobblestone or brick
- 9 Prepare nearby streets for changing traffic patterns due to upcoming West Superior Street project

Project area



2. | Knowledge, Experience, and Personnel

Knowledge of City of Duluth Standards

SEH has partnered with the City of Duluth on infrastructure projects for more than 25 years. In the past five years alone, SEH has completed over 95 projects within the City across civil, environmental, airport, and survey disciplines. Our team is deeply familiar with Duluth's standards, expectations, and review processes.

We work daily with the previous Engineering Guidelines, **and will be ready to implement the 2025 City of Duluth Standard Construction Specifications.** We understand how to integrate these with submittal development checklists and local expectations for cost estimates, ADA design, and drainage improvements.

You can count on us to deliver:

- Plans that meet City bid formatting and milestone submittal requirements
- Staff continuity from kickoff through bidding
- Knowledge of how to coordinate with the City's internal survey, utility, and public works teams
- Responsiveness and accountability during review cycles

SEH is currently active in the Lincoln Park neighborhood, providing design and construction services for both the Lead Service Line Replacement program and the West Superior Street Reconstruction project. **This project aligns directly with our ongoing work in the area,** and we anticipate having survey and construction staff continuously present in Lincoln Park for the next several years. Our established presence and familiarity with the neighborhood make us uniquely positioned to efficiently support the City on this project. For these reasons, **SEH is especially interested in being selected for the Lincoln Park Street Preservation project.**

Our longstanding relationship with the City of Duluth means fewer surprises, streamlined coordination, and solutions that reflect Duluth's goals and standards.

A list of recent pavement rehabilitation projects led by our proposed team include the following, demonstrating the competency requirements of the RFP. Detailed description of three of them follow on the next page.

PROJECT	COMPETENCY AREAS				
	Road Design/ Construction	Planning for Public Participation	Cost Est./ Cost Control	Resident Management	Erosion/ Stormwater Management
Congdon Boulevard Pavement Rehabilitation – Duluth, MN	✓	✓	✓		✓
Vinland St./27th Ave. West Street Preservation Project – Duluth, MN	✓		✓		
W. Superior Street Reconstruction (Lincoln Park) – Duluth, MN	✓	✓	✓	✓	✓
TH 59 Pavement Reconditioning – MnDOT, District 2	✓	✓	✓		✓
Tower Avenue Reconfiguration and Pavement Rehabilitation – Superior, WI	✓	✓	✓		✓

CONGDON BOULEVARD PAVEMENT REHABILITATION

DULUTH, MN



This project involved widening the existing shoulder to 8 ft. for bike lane use, bringing all guardrails up to current MnDOT standards, replacing driveway culverts, and improving adjacent roadway drainage.

FEATURES

- 4.4 miles of bituminous pavement reclamation and paving
- Culvert replacements
- Drainage/ditching improvements
- Reestablishment of correct superelevations

RELEVANT COMPETENCY

- Public engagement for a corridor often accessed by visitors to the area
- Federal Aid project including Project Memorandum
- Coordination with City of Duluth and MnDOT
- \$2.1 million overall project that maximized federal funds vs. City match



KEY PERSONNEL

Matt Bolf, Project Manager
Adam Orleskie, Technician
Kyle Anderson, Survey

VINLAND ST./27TH AVE. WEST STREET PRESERVATION PROJECT

DULUTH, MN



The project included mill and overlay of bituminous streets, pedestrian ramp replacements and structure adjustments.

FEATURES

- 1.5 miles of a 2 in. mill and overlay
- Replacement of catch basins and leads as needed
- Replacement of curb and sidewalk as needed
- ADA upgrades at all intersections

RELEVANT COMPETENCY

- Field walk to identify most critical areas
- Matching desire repairs with available funding
- Spot repairs of curb and sidewalk
- Drainage improvements

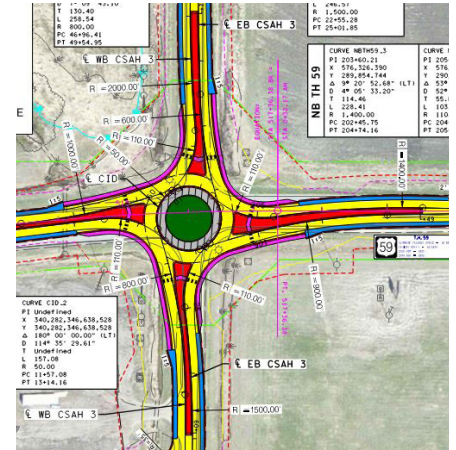


KEY PERSONNEL

Matt Bolf, Project Manager
Adam Orleskie, Technician

TH 59 PAVEMENT RECONDITIONING

BROOKS TO THIEF RIVER FALLS, MN



SEH provided preliminary and final design for this MnDOT District 2 rural highway reconstruction project. The project extends from Brooks to the south limits of Thief River Falls.

FEATURES

- Reconstruction of the intersection of TH 59 and Pennington CSAH 3 into a rural roundabout
- Mill and overlay resurfacing for 22 miles
- Grading shoulders to increase the width from 5 ft. to 8 ft.

RELEVANT COMPETENCY

- Public engagement
- Coordination with MnDOT and Counties
- Varying pavement rehabilitation methods



KEY PERSONNEL

Matt Bolf, Project Manager
Emily Jennings, Water Resources Engineer

Personnel

We recognize you need and deserve a consultant team with local resources, street, pedestrian, and stormwater utility design experience, proven public involvement skills, and knowledge of City of Duluth standards and expectations to pull all aspects of this project together without worry.

Matt Bolf and Patrick Loomis have been working together for more than 15 years on street preservation and pedestrian trail projects throughout the City, including the Cross City Trail, Congdon Boulevard, and Vinland Street. This strong working relationship allows Patrick to confidently rely on Matt and his team to anticipate project needs, minimize review cycles, and deliver high-quality plans with minimal oversight.

The personnel for your project are shown below.



Primary Point of Contact

MATT BOLF PE PROJECT MANAGER

Matt will serve as the City's primary point of contact and will be responsible for managing all project deliverables and overall coordination along with public engagement. He brings extensive experience on similar City projects and will ensure streamlined delivery from kickoff through bidding.

A key aspect of Matt's role is maintaining strong, proactive communication with Patrick throughout the project. This includes bi-weekly virtual meetings, monthly written updates submitted with each invoice, as well as regular email and phone check-ins to keep City staff informed.

Matt's history managing Duluth-area projects allows him to guide the team with a clear understanding of City expectations. He will work closely with strategic advisors like **Matt Henderson** and technical leads including **Adam Orleskie** and **Emily Jennings** to ensure every team member's efforts remain aligned with the project's overall goals.



25
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
North Dakota State University-Fargo



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN and WI

MATT'S RELEVANT STREET PRESERVATION, DRAINAGE, AND ADA IMPROVEMENT EXPERIENCE INCLUDES:

- Congdon Boulevard Pavement Rehabilitation – Duluth, MN
- Vinland St./27th Ave. West Street Preservation Project – Duluth, MN
- 2nd Street Reconstruction – Proctor, MN
- W. Superior Street Reconstruction – Duluth, MN
- TH 59 Pavement Reconditioning (MnDOT D2) – Brooks to Thief River Falls, MN

MATT HENDERSON PE

DESIGN LEAD, COORDINATOR

Matt will lead the project design team, quality control of selected rehabilitation techniques, and assist with public engagement and overall communication with the City.

Matt has recent experience with the design and testing of pavement materials on similar pavement rehabilitation projects, including several completed for the City.

- W. Superior Street Reconstruction – Duluth, MN
- Campus Connector Segments 4 & 5 – Duluth, MN
- Tower Avenue Reconfiguration and Pavement Rehabilitation – Superior, WI
- Mahtomedi Pavement Management – Mahtomedi, MN*

*Prior to SEH

REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN



4
YEARS OF
EXPERIENCE

ADAM ORLESKIE

PLAN PRODUCTION

Adam will support plan production, drawing on experience completing similar road preservation projects for the City to deliver clear, accurate, and City-aligned plans.

Adam is a technician with over 15 years of experience in various CAD design and mapping projects for street improvements, highway, urban, and rural construction design projects.

- Congdon Boulevard Pavement Rehabilitation – Duluth, MN
- Campus Connector Segments 4 & 5 – Duluth, MN
- Vinland St./27th Ave. West Street Preservation Project – Duluth, MN
- Cross City Trail, Phases 1-3 – Duluth, MN
- Almac Drive/6th Street Reconstruction – Proctor, MN



15
YEARS OF
EXPERIENCE

EMILY JENNINGS PE

DRAINAGE DESIGN

Emily will assess stormwater conditions and recommend targeted improvements based on City input, field observations, and survey data.

Emily is a senior professional engineer specializing in municipal, industrial and construction stormwater permitting, hydraulic and hydrological analysis, permanent stormwater management facility design and stormwater conveyance modeling and design, including roadways and ditches.

- TH 59 Pavement Reconditioning (MnDOT D2) – Brooks to Thief River Falls, MN
- W. Superior Street Reconstruction – Duluth, MN
- Eden Avenue and Brookside Avenue Improvements – Edina, MN
- Cypress Drive Improvements – Baxter, MN

REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN



12
YEARS OF
EXPERIENCE

KYLE ANDERSON

SURVEY

Kyle will collect detailed field data to support design decisions and address project-specific needs.

Kyle is a crew chief with extensive experience with boundary surveys, land record research, public land survey corner search and recovery, topographic surveys, high accuracy control surveys, and construction staking.

- Congdon Boulevard Pavement Rehabilitation – Duluth, MN
- Campus Connector Segments 4 & 5 – Duluth, MN
- W. Superior Street Reconstruction – Duluth, MN
- Tower Avenue Reconfiguration and Pavement Rehabilitation – Superior, WI
- Cross City Trail, Phases 1-3 – Duluth, MN

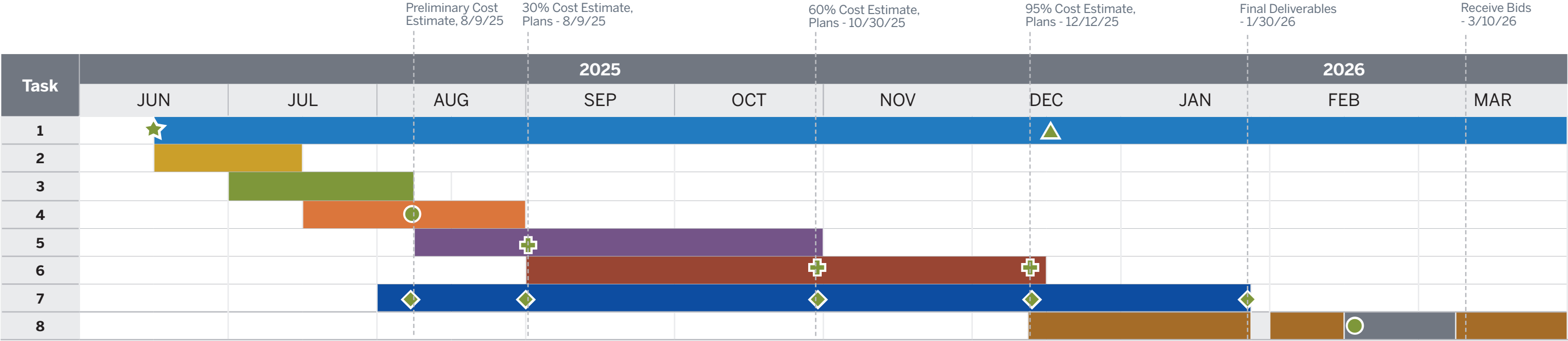
REGISTRATIONS/CERTIFICATIONS

Certified Survey Technician, Level III (National Society of Professional Surveyors)



33
YEARS OF
EXPERIENCE

3, 4. | Work Plan/Work Schedule



TASK 1 PROJECT MANAGEMENT/PUBLIC INVOLVEMENT DELIVERABLES

- Kickoff meeting
- Monthly PM meeting progress report
- Quality Management Plan
- Open house – in person
- Open house – virtual
- Meeting summaries

TASK 2 INITIAL SITE VISIT AND CONSULTATIONS DELIVERABLES

- City GIS collection
- City monument records
- Mapping and alignment creation
- Site visit/walkthrough
- Sample plan review

TASK 3 FIELD SURVEY AND GEOTECHNICAL EXPLORATION DELIVERABLES

- Topographic surveys
- Manhole and catch basin inspections
- Storm sewer televising review
- Geotechnical report and recommendations review

TASK 4 PRELIMINARY RECOMMENDATIONS AND COSTS DELIVERABLES

- Summarize field walk findings
- Concept designs
- Determine storm sewer improvement needs
- Initial cost estimate and review scope against budgets
- Plan standards review with City prior to starting design

TASK 5 PRELIMINARY DESIGN DELIVERABLES

- Preliminary design layouts
- Profiles where necessary
- Storm piping and structure replacement scope
- Traffic access and phasing
- 30% plan submittal

TASK 6 PLANS AND SPECIFICATIONS DELIVERABLES

- 60% plan review
- 95% plan review
- Drainage report
- Special provisions

TASK 7 COST ESTIMATE DELIVERABLES

- Preliminary Cost Estimate
- 60% cost estimate
- 95% cost estimate
- Final engineers estimate

TASK 8 PROJECT BIDDING DELIVERABLES

- Final deliverables to City
- Bidding assistance
- Pre-bid meeting

- ★ Notice to Proceed
- Meeting with City
- ▲ Public Meeting (In Person/Virtual)
- ◆ Cost Estimate to City
- ✚ Submittal Plan Reviews with City
- Final Deliverables
- Bid Assistance



Billing Title Employee Name		PM Bolf	PE Henderson	PE Jennings	Sr Tech Orleskie	Grad Eng Boggio	Survey Crew Chief Anderson	Survey Tech Yeats	Sr Tech Schwarz	Accounting Rep Babb	Admin Tech Hayes	Total
Task #1 - Project Management												
1.1	Contract and General											
	Develop contract & subconsultant agreements	1										1
	Create project in accounting system	1								2		3
	Develop Quality Control Plan	2	2		2							6
	Project schedule and fee review	2	1							1		4
	Invoice management	4	1							4		9
	Subtotal Hours	10	4		2					7		23
1.2	Meetings (Notice, Agenda, Materials, Minutes)											
	Kickoff meeting with Client	3	1									4
	Kickoff meeting with SEH Staff	1	1	1	1	1	1	1				7
	Progress Meetings with the City (prelim, 30, 60, 95)	8	4									12
	Bi-Weekly Check-In Meeting	8	8									16
	Public informational meetings (1 in-person, 1 virtual, and prep)	6	6		4							16
	Closeout meeting	1	1									2
	Subtotal Hours	27	21	1	5	1	1	1				57
Task Hours Summary		37	25	1	7	1	1	1		7		80
Task #2 - Preliminary Engineering												
2.1	Data Collection											
	Collect Data from Client (drawings, survey, geotech, etc)	2	1		1		1					5
	Utility Coordination Process											
	Conduct Utility One Call & Collect Utility Maps				4							4
	Utility Coordination Checklist QA/QC		1			1						2
	Utility Verification Letters and Drawings	1	3		2	1						7
	Utility Relocation Letters and Drawings	1	3		2	1						7
	Subtotal Hours	4	8		9	3	1					25
2.2	Topographic Survey											
	Select Topographic Survey						1	8				9
	Topographic Survey for Ped Ramps	1			1		1	8				11
	Structure surveys (309 structures)	1	1				8	88				98
	Subtotal Hours	2	1		1		10	104				118
2.3	Field Investigation & Field Walk											
	Review existing street condition and client data	1	18	3	18	3	5	1				49
	Prep for field walk (GIS, plan views, coordination, etc.)	3	1	1	3			1	7			16
	Comprehensive Field Walk with City	8	8		8			8				32
	Transfer Field Walk Notes to CAD	1	1		4	4		1	1			12
	Subtotal Hours	13	28	4	33	7	5	11	8			109
2.4	Preliminary Street and Utility Design											
	Reduce survey data into geometrics for proposed locations		1		12							13
	Incorporate available data info into basemap (Utility Maps, Data Collection information, etc.)				12							12
	Determine typical sections	2	18		12							32
	Non-Compliant Driveways	1	9		12							22
	Turf Establishment		9		12							21
	Striping	2	9		12							23
	Sidewalk	1	9		12							22
	ADA Compliance design (Assume 16 intersections)	1	16		85	16						118
	Drainage/Storm Sewer Design											
	Curb/Gutter and Other Drainage Improvements	2	9	9	16							36
	Replacement Structures and adjustments	1	9	9	30							49
	Traffic Design											
	Traffic Control Design (Assumed 11 different configurations)	5	5		22							32
	Cost Estimating											
	Preliminary Cost Estimate (preliminary form)	2	9		9	9						29
	30% Cost Estimate (revised preliminary form)	2	6		6	5						19
	60% Cost Estimate (revised preliminary form)	2	5		6	5						18
	95% Cost Estimate (based on quantity take off & bid items)	2	5		9	9						25
	Final Cost Estimate	2	3		4							9
	Subtotal Hours	25	122	18	271	44						480
Task Hours Summary		44	159	22	314	54	16	115	8			732
Task #3 - Bid Documents												
3.1	Develop Construction Plans											
	Title Sheet				2							2
	General Layout	1	1		4							6
	Estimated Quantities, Notes, Standard Plates				4	80						84
	General Notes	1	1		4							6
	Tabulations	1	8		18	40						67
	Construction details	1	1		4							6
	Intersection Detail Sheets (assumes 16 sheets)		8		32							40
	34th Ave W		1		6							7
	Carlton St		1		6							7
	39th Ave W		1		6							7
	W Superior St		1		6							7
	Jenswold		1		6							7
	W Michigan St		1		6							7
	21st Ave W		1		6							7
	W 4th St		1		6							7
	W 5th St		1		6							7
	20th Ave W		1		6							7
	22nd Ave W		1		6							7
	23rd Ave W		1		6							7
	W 12th St		1		6							7
	W 11th St		1		6							7
	22nd Ave W		1		6							7
	W 13th St		1		6							7
	W 3rd St		1		6							7
	30% Quality Control Review	2	2	1	4	8						17
	60% Quality Control Review	2	2	1	4	8						17
	95% Quality Control Review	2	2	1	4	8						17
	Final Quality Control Review	4	2	1	4	8						19
	Subtotal Hours	14	44	4	186	152						400
3.2	Project Manual											
	Front end documents	3	1								1	5
	Bidding requirements	3	1								1	5
	Special provisions	3	1								1	5
	Technical specifications	8	3		4	2					1	18
	Quality control review	3	1			2						6
	Subtotal Hours	20	7		4	4					4	39
3.3	Bidding											
	Prepare ad for bid & electronic bid docs	1	1		1	1					3	7
	Respond to bid questions & prepare addenda	4	3								2	9
	Attend bid opening	1										1
	Subtotal Hours	6	4		1	1					5	17
Task Hours Summary		40	55	4	191	157					9	456
Project Hours Summary		121	239	27	512	212	17	116	8	7	9	1,268

5. | References

We encourage you to reach out to any or all of our references listed below. These include references who can speak to our projects listed in the 'Experience' section earlier in the proposal.

CITY OF MOOSE LAKE

Ellissa Owens, City Administrator

218.485.4010

eowens@ci.mooselake.mn.us

Address:

412 4th Street

PO Box 870

Moose Lake, MN 55767

CITY OF PROCTOR

Jess Rich, City Administrator

218.624.3641

jrich@proctormn.gov

Address:

100 Pionk Drive

Proctor, MN 55810

CITY OF SUPERIOR

Todd Janigo, Public Works Director

715.395.7334

janigot@superiorwi.gov

Address:

1316 N. 14th Street

Superior, WI 54880



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