

**COST SHARING WORK ORDER BETWEEN**  
City of Duluth  
**AND**  
Northern Bedrock Historic Preservation Corps  
**Project Number: 1027**

This work order, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between NORTHERN BEDROCK HISTORIC PRESERVATION CORPS, 6004 London Road, Duluth, MN 55804 (hereafter referred to as "NORTHERN BEDROCK") and **The City of Duluth** (hereafter referred to as "HOST").

Description and scope of work for the project: Restore Harrison Park rock walls, with possibility of Lincoln Park wall as well as a backup with the guidance of Mike Braun of Mike Braun Construction.

NORTHERN BEDROCK represents that it is duly qualified and agrees to provide the services described in this contract.

**TERM OF CONTRACT**

- 1.1 **Contract Start Date:** May 15, 2019, or the date NORTHERN BEDROCK obtains all required signatures, whichever is later.
- 1.2 **Contract End Date:** June 19, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Proposed Hitch Dates:** *these are suggested dates:*
  - Hitch 1: May 15, 2019 - May 22, 2019 Possible Project Preparation.
  - Hitch 2: May 29, 2019 - June 5, 2019 Proposed Project Dates.

**DUTIES OF NORTHERN BEDROCK**

- 2.1 Complete services as specified in the Scope of Work, which is attached hereto, and shall be a part of this contract.
- 2.2 Enroll and supervise AmeriCorps members in accordance with program guidelines ("Corpsmembers").
- 2.3 Provide basic orientation and training as appropriate for Corpsmembers.
- 2.4 Provide consultation and on-site project review to ensure that service is progressing in accordance with this work order and program guidelines.
- 2.5 Provide consultation to perform work pursuant to the Secretary of Interior Standards for the treatment of historic properties, the National Historic Preservation Act and the HOST plan.
- 2.6 Provide personnel and payroll administration for Corpsmembers.
- 2.7 Provide all necessary transportation of Corpsmembers to and from service sites.
- 2.8 Provide basic tools, safety gear, personal supplies and equipment needed by Corps members to meet all HOST and federal safety requirements as set forth in the Scope of Work.
- 2.9 Provide public liability, automobile and worker's compensation insurance for all Corpsmembers.
- 2.10 Track services completed and make this information available to HOST upon request.

**DUTIES OF HOST**

- 3.1 Provide at least one media promotion to the public stating that the services(s) are being performed by NORTHERN BEDROCK. Any publicity regarding the subject matter of this work order must not be released without prior approval from a NORTHERN BEDROCK Authorized Representative.
- 3.2 Ensure safe working conditions in and around project areas that meet all NORTHERN BEDROCK, HOST and federal standards.
- 3.3 Secure all local, county, and federal permits required by law prior to the commencement of work.
- 3.4 Provide Northern Bedrock Historic Preservation Corps Crew an on-site project overview at the outset of the project which outlines project background, goals and overall outcomes expected as a result of the crew's efforts as further set forth in the Scope of Work.
- 3.5 Provide specialized tools, safety gear, personal supplies and equipment that are not available through NORTHERN BEDROCK as set forth in the Scope of Work.
- 3.6 Provide project materials and supplies as set forth in the Scope of Work.

**PAYMENT**

- 4.1 The HOST will pay NORTHERN BEDROCK for services performed by NORTHERN BEDROCK.
- 4.2 The HOST's obligation to NORTHERN BEDROCK under this contract is \$11,000.

Northern Bedrock Cost Share - Technical Specialist, workshop supplies, tools etc.	\$6,000
Host Cost Share	\$10,000
Project Materials Budget (12% handling fee if materials purchased by NBHC)	\$1,000
<b>TOTAL PROJECT COST</b>	<b>\$17,000</b>
<b>*Total Cost to City of Duluth</b>	<b>\$11,000</b>

Project rates shall include corps member salaries, vehicles, public liability, automobile and worker's compensation insurance, health insurance, training, uniforms and basic equipment such as power and hand tools.

- 4.3 NORTHERN BEDROCK shall invoice HOST within 30 days of project completion.
- 4.4 The HOST shall make payment within 30 days of receipt of invoice.

**CANCELLATION**

- 5.1 This contract may be cancelled by the HOST or NORTHERN BEDROCK at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such cancellation, NORTHERN BEDROCK shall be entitled to payment for services performed based on the percentage of work completed.

**AUTHORIZED REPRESENTATIVES**

- 6.1 NORTHERN BEDROCK's Authorized Representative is Cynthia Lapp-Board Chair, or her successor.
- 6.2 The HOST's Authorized Representative is Erik Birkeland, Property & Facilities Manager of the City of Duluth or his successor.

**AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

- 7.1 Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- 7.2 If HOST fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 7.3 This Agreement constitutes the entire agreement between NORTHERN BEDROCK and HOST and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

**INDEMNITY & INSURANCE REQUIREMENTS**

- 8.1 Northern Bedrock agrees to defend, hold harmless, and indemnify HOST and its officers, agents, and employees from and against all claims, causes of action, fees, liabilities, damages and expenses, including reasonable attorneys' fees, relating to or arising from the acts or omissions of Northern Bedrock, Corpsmembers or its employees, agents, or subcontractors while engaged in the execution or performance of services under this Agreement.
- 8.2 Northern Bedrock shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota, which insurance shall indemnify Northern Bedrock

and HOST from all liability described in the paragraph above.

- (1) Workers' compensation in accordance with the laws of the state of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,000,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by HOST; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) HOST shall be named as an Additional Insured under the Public Liability, Excess/Umbrella Liability\* and Automobile Liability, or as an alternate, Northern Bedrock may provide Owners-Contractors Protective policy, naming itself and HOST. Northern Bedrock shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Northern Bedrock to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. HOST does not represent or guarantee that these types or limits of coverage are adequate to protect Northern Bedrock's interests and liabilities.  
*\*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names HOST, as an additional insured.*
- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify HOST without fail not less than thirty (30) days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to HOST render any such change or changes in said policy or coverages ineffective as against HOST.
- (5) The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Northern Bedrock, Corpsmembers, and Northern Bedrock's employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Northern Bedrock, its employees, agents, representatives and Corpsmembers in the negligent performance of work covered by this Contract.
- (6) Certificates showing that NORTHERN BEDROCK is carrying the above described insurance in the specified amounts shall be furnished to the HOST prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with HOST during the term of this Contract.

#### **GOVERNING LAW, JURISDICTION, AND VENUE**

- 9.1 Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in St. Louis County, Minnesota.

#### **DUPLICATION, DISPLACEMENT, SUPPLANTATION**

- 10.1 Northern Bedrock Historic Preservation Corps crews are subject to the provisions of 42 V.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance not result in:
- 10.1.1 Duplication of an activity otherwise available in the locality of the program or would otherwise be performed by an employee as part of the employee's assigned duties.
  - 10.1.2 Displacement of currently employed workers or workers on seasonal layoff or layoff from a substantially equivalent position, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits.
  - 10.1.3 Termination or layoff of employees.
  - 10.1.4 Infringement on the promotional opportunity of an employee or infringement on services performed by an employee as part of the employee's assigned duties.
  - 10.1.5 Supplanting the hiring of employed workers.
  - 10.1.6 Infringement on the assignments of any presently employed worker; an employee who recently resigned or was discharged; an employee who is on leave, on strike, being locked out, subject

to a reduction in force, or has recall rights subject to a collective bargaining agreement or applicable personnel procedure.

**MINNESOTA GOVERNMENT DATA PRACTICES ACT**

11.1 Northern Bedrock must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by HOST under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Northern Bedrock under this contract. If Northern Bedrock receives a request to release the data referred to in this clause, Northern Bedrock must immediately notify HOST and consult with HOST as to how Northern Bedrock should respond to the request. Northern Bedrock's response to the request must comply with applicable law.

**INDEPENDENT CONTRACTOR**

12.1 The relationship between Northern Bedrock and HOST shall be that of an independent contractor. Nothing herein shall in any way make or create any employer-employee relationship between HOST and Northern Bedrock. Except for compensation provided in Section 4 of this Agreement, Northern Bedrock's employees and Corpsmembers shall not be entitled to any compensation or rights or benefits of any kind whatsoever from HOST, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A (Public Employees Retirement Association).

**IN WITNESS WHEREOF**, the parties have caused this contract to be duly executed intending to be bound thereby.

**HOST:**

HOST certifies that the appropriate person(s) have executed this contract on behalf of HOST as required by applicable articles, by-laws, resolutions, or ordinances.

**NORTHERN BEDROCK:**

NORTHERN BEDROCK certifies that the appropriate person(s) have executed this contract on behalf of NORTHERN BEDROCK as required by applicable articles, by-laws, resolutions, or ordinances.

By: Emily Larson, Mayor of the City of Duluth
Signature:
Attest:
_____
Chelsea Helmer, City Clerk
Date: _____

By: Cynthia Lapp, Board Chair of Northern Bedrock Historic Preservation Corps
Signature:
Date:

Countersigned:

\_\_\_\_\_  
Josh Bailey, City Auditor

Approved as to form:

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Gunnar Johnson, City Attorney

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# Northern Bedrock Historic Preservation Corps

*Building a Pathway to the Preservation Trades*



12.12.2018

## **Northern Bedrock Historic Preservation Corps (NBHPC)**

6004 London Road  
Duluth, MN 55805

### **Project Host**

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

Harrison Park Wall Restoration  
3002 W 3rd St, Duluth, MN 55806

Backup Project: Lincoln Park Wall  
Lincoln Park Drive and West 10<sup>th</sup> St, Duluth, MN 55806

Northern Bedrock Historic Preservation Corps is an AmeriCorps service learning organization (not a contractor) that provides hands-on opportunities in the historic preservation trades for young adults, while in-turn accomplishing much needed preservation work for project hosts. Crews are trained in power and hand tool safety/use, first aid/CPR, driver safety, trailering, OSHA 10 and Lead Renovator Certification. Corpsmembers are enrolled in AmeriCorps service for a 6-month term and earn a monthly living stipend and education award. They are program participants, (not employees) and join Northern Bedrock to give back to the community while gaining marketable skills in the preservation trades.

As an AmeriCorps program, Northern Bedrock is committed to ensuring that all Corpsmembers and our partners are knowledgeable of AmeriCorps' prohibited service activities. These are activities our Corpsmembers are not allowed to engage in while working on service projects. Activities include: attempting to influence legislation, organizing/engaging in protests, petitions, boycotts or strikes; engaging in partisan activities or other activities designed to influence the outcome of an election to any public office/ participating in or endorsing events or activities that are likely to include advocacy for or against political parties; provide a direct benefit to a for profit business, labor union, political organization; conduct a voter registration; engage in religious instruction, conducting worship services or engage in any form of religious proselytization.

Northern Bedrock provides Liability Insurance and Worker's Compensation Insurance for all employees.

By partnering with Northern Bedrock you are making a difference in the lives of young adults, and shaping our future historic preservation professionals, community leaders and champions for historic preservation.

### **A. NBHPC SCOPE**

- Crew Details
  - 6 person crew (1 Crew Leader and 5 Crew Members)
  - Ages 18-25yrs old
- Potential Hitch Schedule
  - Hitch 1: May 15, 2019 - May 22, 2019 Possible Project Preparation.
  - Hitch 2: May 29, 2019 - June 5, 2019 Proposed Project Dates.
  - Crews work 10 hour days starting at 8:00am and ending at 6:30pm

- Travel time is included in a workday
- Scope of Work
  - Northern Bedrock is not a contractor, but a service learning organization. Our staff do their best to estimate the amount of work a crew can accomplish during a hitch. It is not always exact, as there is occasionally the unexpected such as finding underlying problems on the worksite, lack of materials needed to complete the project and weather.
  - If project completion is time sensitive, efforts will be made to accommodate the project host timeline.
  - Estimated Scope of Work for this project: Develop a training workshop for masonry wall repair in coordination with the Preservation Alliance of Minnesota open to city residents, and restore Harrison Park rock walls, with a backup project at Lincoln Park if needed.

#### **Harrison Park Wall Scope:**

1. Dig out the wall on the back side with hand shovels.
2. Soak the wall with water, then hammer drill joinery removing mortar joints as needed without taking off the cap.
3. For missing rocks make a pattern with cardboard and find or cut a stone to match. Replace rocks that are missing from wall.
4. Wedge wood around rocks that have fallen out
5. Replace all mortar joints and wall cap matching original color. Use a small mixer for the mortar.
6. For the cap, secure the stucco lath to the top and add a thin layer then grind a section and caulk fault lines.
7. Remove graffiti on wall.
8. Acid wash the new masonry.

#### **Lincoln Park Dry Stack Wall Scope of Work:**

Crews will work on a dry stack stone wall located along Lincoln Park Drive in Lincoln Park if needed. There is no guarantee that they will be able to start this project during this hitch.

- Remove vegetation that is compromising the integrity of the wall.
  - Regrade and edge the perimeter of wall.
  - Rebuilding any sections that have collapsed where the stones are on location.
  - Mark any sections where stones are missing.
- Equipment provided by NBHPC for this project:
    - Water source – long hose, and hose reel, sprayers, buckets
    - Hammer Drill and bits to remove mortar
    - Shovels
    - Brushes
    - Acid – Sure Klean 600 from ADSCO
    - Small 2.5 cubic feet Electric Mixer for rock wall projects
    - Tuck pointers
    - Mortar mix boards
    - Stands for mortar
    - Cardboard for kneeling on
  - A Technical Specialist will be hired by Northern Bedrock to guide the crew through this project. Training for this project provided by: Mike Braun, Technical Specialist with Northern Bedrock Historic Preservation Corps and Natalie Heneghan, Education Coordinator with the Preservation Alliance of Minnesota.

#### **B. PROJECT HOST SCOPE**

- Prior to the project:
  - Notify neighbors of noise during construction and closure of a section of the park.
  - Reserve parking for crew van and trailer.
- The Project Host or agency representative will provide the crew with an onsite orientation the first day. Which will include:

- History of the worksite/structure(s)
- Benefit of the work being accomplished
- Identify locations of bathrooms and other utilities needed for the project (water, electricity, materials)
- Identify storage location for tools and materials.
- The Project Host will be available via phone or in person to answer questions, clarification or provide materials.
- Equipment provided by the Project Host for this project:
  - Electric cement mixer
- .
- The Project Host will produce one media event (press release, social media post, invite local news source) and notify Northern Bedrock of that media event.
- After the completion of the project, the Project Host will complete a post project evaluation.

**C. MATERIALS**

- Provided by the Project Host
  - From Great Lakes Stone: See Materials Estimate

**D. COST SHARE/MATCH/MATERIALS BUDGET**

Project Host Cost Share Amount	\$10,000
Northern Bedrock Cost Share Amount	\$6,000
Materials Budget (if applicable)	\$1,000
<b>TOTAL PROJECT AMOUNT</b>	<b>\$17,000</b>

Northern Bedrock will invoice the Project Host within 30-days of project completion. Project Host will remit payment 30-days after receiving the invoice

**NEXT STEPS**

- Review the scope of work
- Contact NBHPC staff about any additions or alterations to the Scope of Work
- Sign Scope of Work
- Contract will be drafted (Scope of Work will be attached to Contract)
- Project will be scheduled
- Project will be completed
- NBHPC will invoice the Host
- Host will pay invoice
- NBHPC will issue a post project evaluation
- Host will complete the project evaluation

Review the Scope of Work above. If there are any additions or alterations that need to be made, contact the NBHPC staff.

**TIPS TO BEING A SUCCESSFUL PROJECT HOST**

- Provide an initial on-site orientation and informational overview. Corpsmembers that know and understand the history of the worksite are more apt to be invested in the project. Many of our Corpsmembers have history degrees and have a desire to know the background of the worksite.
- Have project materials ready on the worksite upon the arrival of the crew. Waiting for materials to be delivered can slow down the progress and momentum generated by the crew.
- Check in periodically or be available via phone to answer questions. While our crews are knowledgeable about the work they are doing, it is good to keep in mind that they are engaged in “service-learning.” Meaning they don’t know everything and occasionally need to ask for assistance, guidance or clarification.
- Corpsmembers have an interest in knowing the project host. They often want to know how the host got their job or interested in being on a board. By engaging with them and answering these questions, Corpsmembers will again be more invested in the project.
- We encourage Crew Leaders to make pre-project phone calls to project hosts. This allows them to introduce themselves, ask questions and confirm equipment/materials for the project. By being prompt in returning phone calls to Crew Leaders, it insures the crew will be ready upon arrival of the project.