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 55802-1512**

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 **411-035-5530, PI2024-1463**; Project # **1463**; and Resolution No. **24-0398R**, passed on **May 28, 2024**.

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

Project Number: **1463**
Project Name: **Eng Svcs for Railroad Street Reconditioning**
Project Description: **Eng Dsn Svcs for the reconditioning of Railroad St from 5th Ave West to Canal Park/Lake Ave**

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

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

SECTION I. GENERAL

A. ENGINEER

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

B. NOTICE TO PROCEED

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

C. TIME

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

D. CITY'S REPRESENTATIVE

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

E. ENGINEERING GUIDELINES

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

F. SUBCONSULTANTS

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

☒ Included in this Agreement
☐ Not included in this Agreement

The Engineer shall:

1) City's Requirements

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

2) Advise Regarding Additional Data

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

3) Technical Analysis

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

4) Economic Analysis

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

5) Report Preparation

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

6) Report Presentation

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

7) Supplementary Duties

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

8) Completion Time

The Study and Report Phase shall be completed and report submitted by **September 16, 2024**.

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 **October 4, 2024**.

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 **November 15, 2024**.

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 **February 17, 2025**.

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, 2025**.

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 Sixty-Three Thousand, Two Hundred Fifty-Five and 00/100 Dollars** ($**163,255.00**).

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: _____

SEH

Building a Better World for All of Us®

May 7, 2024

RE: Request for Proposal
Engineering Services for Railroad Street Reconditioning
COST PROPOSAL
RFP Number 24-99430
City Proj. No. 1463
SEH No. DULUT P-178548

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 Railroad Street Reconditioning project. This cost proposal is based on the scope of services outlined and discussed in our separate proposal. The fee breakdown by task is as follows:

Design Phase Services – Railroad Street Reconditioning	
Design Services	$143,475
Bidding Services	$8,680
Direct Expenses	$1,400
Subconsultant – Braun Intertec.	$9,700
Total Cost	**$163,255**

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 and provide adequate construction documents.
- Structure surveys are not included as the RFP states that there will only be surface adjustments to existing utilities.
- 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.
- Improvements at the intersection of Lake Avenue N will be limited to signal improvements and ADA improvements at the intersection quadrants. No efforts are included for improvements to the concrete pavement or brick crosswalks. This is consistent with the map provided with the RFP.
- City will provide a preferred lighting fixture for the project. City will provide sufficient detail related to adjacent lighting improvements west of this project.
- No City Council or Planning Commission meetings are included.
- Business groups will provide initial outreach to businesses and provide a list of the required attendees for a business owner meeting.
- No environmental work is included.

- Construction will not require approval from the North Shore Scenic Rail.
- No ICE will be required. Lane configuration will remain unchanged. SJR is included.
- There will be no work associated with off-street parking lots (gate controls, etc.).
- There will be no special considerations needed due to potential delays in MnDOT's TPI project.
- No stormwater treatment or hydraulic evaluation is included.
- A drainage memo will not be required.
- ADA improvements shall consist of 18 intersection quadrants/ramps. Of these, 10 shall be Level 2 and 8 shall be level 3 design. It is assumed that all designed ramps shall be compliant with MnDOT criteria.
- No cross sections will be included in the plan set as this is a reconditioning project.
- 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.
- City will pay all permit fees.
- 40 hours of bidding assistance may be split between team members. The RFP listed the PM specifically for this allocation of hours.
- Geotechnical Evaluation includes four (4) borings to a depth of 10 feet (spaced at approximately 800' intervals). It is assumed the existing pavement section will be suitable for a rehabilitation compliant with state aid rules.
- No changes to the scope of the selected improvements will occur after 30% design.
- No retaining walls will be required on this project.
- Meetings will be limited to those listed within the workplan.

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.

Dan Hinzmann, PE (Lic. MN, WI)
Project Manager

Railroad Street Reconditioning Project

City of Duluth Proj. #1463 (RFP 24-99430)

SEH Project # P-178548

May 7, 2024

COST PROPOSAL

	Project Role	Principal	PM	Civil Tech	Signal Lead	Signal Design	Lighting Lead	Lighting Design	Project Memo	Traffic Lead	Survey	Admin	Subs & Expenses	
	Employee Name (s)	Bolf	Hinzmann	Orleskie	Gray	Bednarz	Taillon	Lilla	Turrentine	Jorgenson	Anderson	Austin / Hayes		
	Hourly Rate	$230	$217	$125	$266	$154	$240	$159	$173	$178	$142	$136	N/A	
Task #1 - Project Management, Meetings, & Coordination														
1.1	**General**													
	PM / accounting / monthly progress reports		8									8		16
	Develop quality management plan		4	1	1		2							8
1.2	**Meetings & Agency Coordination**													
	Kickoff meeting and walkthrough with City Staff				8		8						$500	16
	Internal team kickoff		4	1	1	1	1	1		1	1			11
	Coordination meeting with private utilities		2	4				1						7
	Identify stakeholders (i.e. individual businesses)	1												1
	Meeting with MnDOT	1	2									2		5
	Meeting with civic organizations (DECC, etc.)	2	2									2		6
	Initial business outreach & business coord meeting	4	4									2		10
	Meeting with Mayor and City Administrator	2	2											4
	Public informational meetings (1)	4	12	8								2		26
	Design review meetings with client (5)	2	10	10										22
	Task Hours Summary	16	50	24	10	1	11	2		1	1	16	N/A	132
	Task Fee Summary	$3,680	$10,850	$3,000	$2,660	$154	$2,640	$318		$178	$142	$2,176	$500	$26,298
Task #2 - Preliminary Engineering														
2.1	**Data Collection**													
	One Call and Utility Coordination Process		4	2				2				4		12
	Geotechnical Subconsultant Borings and Report		2										$9,700	2
	Topographic Survey			8							30		$900	38
	Identify adjacent lighting loads						3							3
2.2	**Preliminary Design**													
	Create CAD basemap from data sources			8										8
	Identify pavement approach (reclaim vs. milling)		1											1
	Preliminary signal and intersection layouts		1		20	20								41
	Preliminary lighting layout & photomoetry		1					12						13
	Create overall project exhibit incl. striping & construciton limits		4	20	4	8		4		8				48
	Schematic Cost Estimate		2	4	2	1	1	2						12
	Signal Justification Report (SJR)		1		6	18								25
	Establish roadway alignment			4										4
	Identify temporary traffic approach		2		2					4				8
	Grading design for ADA improevement areas		8	40										48
	Cost Estimate - 30%	1	2	4	1		1	2						11
	Project Memorandum	1	4						50					55
	Task Hours Summary	2	32	90	35	47	5	22	50	12	30	4	N/A	329
	Task Fee Summary	$460	$6,944	$11,250	$9,310	$7,238	$1,200	$3,498	$8,650	$2,136	$4,260	$544	$10,600	$66,090
Task #3 - Bid Documents														
3.1	**Develop Construction Plans**													
	Federal Aid Construction Drawings													
	Title Sheet / General Layout / Notes			1										1
	SEQ / Standard Plates / Tabulations			4										4
	Construction details / ADA detailed elevations		2	12										14
	Typical Sections / Survey Control		1	4										5
	Existing Conditions/Removals		1	12										13
	Plan sheets - pavement rehabilitation, signing, and striping		4	32										36
	Plan Sheets - Lighting		1					60						61
	Plan Sheets - Signals		1		30	60								91
	Temporary Traffic Control		2	16	4	20				8				50
	Erosion Control		1	8										9
	Quality control review				1		2			2				5
	Constructability Review	2												2
	Project Manual & Federal Aid													
	Incorporate City standards	1	1									1		3
	Special provisions		4			8	1	8				4		25
	DCP & Federal Aid Forms	1	4											5
	Quantities and Estimate													
	Develop SEQ		2	8				1						11
	Create tabulations		2	24				4						30
	Develop engineer's estimates (60%, 90%, 100%)		4	8	1		1	3						17
3.2	**Bidding**													
	Bidding support (RFP listed 40 hrs PM time)		40											40
	Task Hours Summary	4	70	129	36	88	4	76		10		5	N/A	422
	Task Fee Summary	$920	$15,190	$16,125	$9,576	$13,552	$960	$12,084		$1,780		$680		$70,867
Project Summary														
	Project Hours Summary	22	152	243	81	136	20	100	50	23	31	25	N/A	883
	Project Fee Summary	$5,060	$32,984	$30,375	$21,546	$20,944	$4,800	$15,900	$8,650	$4,094	$4,402	$3,400	$11,100	$163,255

EXHIBIT B

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

RFP 24-99430 Railroad Street Reconditioning Project

State Project No. 118-118-005
City Project No. 1463

CITY OF DULUTH, MINNESOTA | MAY 7, 2024

SEH

Building a Better World for All of Us®

Engineers | Architects | Planners | Scientists

Contract No. L31040

May 7, 2024

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

Building a Better World for All of Us®

RE: RFP 24-99430, Railroad Street Reconditioning From Fifth Avenue W to Canal Park Drive/Lake Avenue

Dear Members of the Selection Committee:

The City of Duluth's reconditioning of Railroad Street, a critical artery in the City's transportation network, is needed to enhance its functionality, longevity, and safety. From the initial site visit to the final bidding process, the project demands comprehensive services that include public engagement and detailed engineering design.

Short Elliott Hendrickson Inc. (SEH®) has the technical and project management experience to successfully deliver this project. We understand the area's importance for festivals and events, the high priority of pedestrian safety, and the need to integrate modern traffic control measures. With a clear understanding of the City's objectives, we are ready to play a key role in delivering a successful project, highlighted by the following key considerations:

MEETING PUBLIC EXPECTATIONS: Given the role of this roadway for Canal Park businesses and major events, our outreach approach will begin with an effective upfront plan and mutual buy-in from the City and stakeholders. This collaboration will foster transparent communication through the process. We will provide quick responses to the evolving needs of the community as the project progresses. We will also establish controls for the selected construction contractor, which will be rigorously administered during the construction phase. This level of diligence will earn and maintain stakeholder buy-in for this highly visible project.

IMPROVING SAFETY: Our team is dedicated to implementing a comprehensive strategy that involves careful consideration of existing movements and the application of reasonable methods to bolster safety measures. The plan includes significant upgrades to infrastructure, such as sidewalk enhancements as well as improvements to traffic signals to provide safer movement for all users. Furthermore, replacing the aged lighting system will ensure a reliability of that system now and into the future. Collectively, these improvements will create a safer environment for everyone.

BALANCING SHORT- AND LONG-TERM NEEDS: The City is working on plans for Canal Park, the I-35 corridor, and how they link to downtown. These extensive planning projects will eventually influence the direction of the City center. For the purposes of this project, you need to address the most pressing infrastructure upgrades while also accounting for growth and additional changes in the future. SEH will collaborate with your staff to implement a project that delivers your desired outcomes now while still positioning the City to reshape the area later as planning efforts develop.

As always, we are excited to team with the City of Duluth!

DAN HINZMANN PE (MN)
PROJECT MANAGER
dhinzmann@sehinc.com
218.279.3034

MATT BOLF PE (MN)
PRINCIPAL IN CHARGE
mbolf@sehinc.com
218.279.3025

The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

DULUT 178548

Goals and Objectives

BACKGROUND

The **Railroad Street Reconditioning Project** aims to rejuvenate an essential transportation artery that spans from **Canal Park Drive to Fifth Avenue West**. As a major collector route and State Aid street (MSAS 118), Railroad Street handles approximately 10,000 vehicles per day. Its parallel alignment with I-35 makes it **a crucial frontage road**, providing access to downtown Duluth, Canal Park, Park Point, and the Port of Duluth via Garfield Avenue.

Over **three decades** have elapsed since the last significant pavement work was undertaken on most segments of Railroad Street. Based on the elapsed time, the current condition of Railroad Street necessitates preservation measures.

EXISTING CONDITIONS

The existing street features include:

- **Width**: A **56 ft. wide** bituminous street.
- **Lanes**: Two **12 ft. driving lanes** in each direction.
- **Curb and gutter**: Concrete curbs and gutters.
- **Median and turn lanes**: A central median and designated turn lanes.
- **Pedestrian facilities**: The corridor accommodates the **Cross City Trail** and other bituminous and concrete sidewalks on either one or both sides of the street.
- **Traffic signals**: Two signal systems are situated within the project limits.

SCOPE OF SERVICES

The construction scope will incorporate the following major elements:

1. **Pavement improvements:**
   - Improve the pavement to improve ride and safety.
   - These improvements may incorporate a reclaim and overlay or mill and overlay, as well as potential subgrade spot repairs.
2. **Traffic signal upgrades:**
   - Replacement and improvement of the two existing traffic signal systems.
   - Ensuring efficient traffic management and safety.
3. **Street lighting enhancement:**
   - Upgrading street lighting fixtures due to their degraded condition.
4. **ADA crossing improvements:**
   - Installing Accessible Pedestrian Signals (APS) at intersections.
   - Enhancing pedestrian safety and accessibility with new pedestrian ramps and street markings.
5. **Concrete pavement repairs:**
   - Addressing specific areas where concrete pavement intersects with the street.
   - Spot repairs to existing concrete curb and gutter (bird baths).
6. **Signage and striping replacement:**
   - Updating signage and pavement markings for clarity and compliance.

The Railroad Street Rehabilitation Project seeks to revitalize this vital corridor, ensuring its continued functionality, safety, and accessibility for residents, commuters, and visitors alike.

GOALS

A successful Railroad Street Reconditioning project will implement the following **specific outcomes:**

- **The expectations of the public are met.** This starts with an **effective up-front plan** and a **mutual buy-in** between both the City and our team. The execution of this engagement plan will then be tracked and (if needed) molded throughout the delivery process. The follow through on this process is equally important to maintain trust with the public and business owners. This includes clear establishment of the controls for the selected contractor to comply with during the construction phase of the project.
- **Project schedule and budget are met.** Our experienced team **offers the foresight to address potential challenges before they become a problem.** This includes technical elements such as cost estimating or funding compliance items. It also includes strategic considerations such as confirming concurrence from political leadership and the public.
- **The improvement fosters safety in this multimodal corridor.** This will be accomplished through **careful consideration of existing movements** and reasonable methods to improve safety for all users. Sidewalk, signal, and lighting improvements will all contribute to this goal.
- **The selected improvements align with the long-term vision.** Studies are currently underway related to Canal Park, the I-35 corridor, and connections to downtown. While these major planning efforts will shape the future of the City core, it will be important to understand how to **right-size** this project for an appropriate investment and life cycle of the selected improvements.

We will collaborate with you to achieve these outcomes for Railroad Street, ensuring quality infrastructure and a positive experience for all end users.

OBJECTIVES

As we conduct our initial engagement in the project, we will be focused on the up-front items which will shape progress. This includes strong **project management**, an **effective kickoff meeting**, and a mutual agreement between the project decision makers on how to approach **stakeholder engagement.**

1 PROJECT MANAGEMENT

Strong project management plays a pivotal role in ensuring the success of the overall planning and design phase of any project. We have purposefully selected **Dan Hinzmann** as your project manager to guide the project forward. As project manager, Dan will be focused on key project elements:

- **Risk mitigation.** Proactive risk assessment allows for timely adjustments, minimizing disruptions and ensuring smoother execution.
- **Stakeholder communication**. We will establish clear communication channels to engage stakeholders. Regular updates, progress reports, and feedback loops will foster collaboration and alignment.
- **Timeline adherence.** Adhering to schedules ensures timely completion of planning and design tasks.
- **Quality assurance**. Monitor design process, review deliverables, and address deviations promptly.
- **Scope control.** Defined boundaries maintain focus and prevent unnecessary additions during planning and design.

2 KICKOFF MEETING

A project kickoff meeting will be held immediately after award of the project with key City staff. This meeting will:

- **Introduce project team** members
- **Develop an understanding** of your project expectations
- **Transfer knowledge/files** from City staff and SEH
- **Identify critical success factors** for your project
- **Discuss constraints** for design

As part of this kickoff meeting, **we will walk the project corridor with City staff.** This "boots on the ground" approach will further our collective understanding of the project and **confirm the scope** for the planned work. Field notes will be collected and distributed following this review for further confirmation of our mutual understanding.

3 COORDINATION AND PUBLIC ENGAGEMENT

Our strategy for public engagement begins at the project kickoff meeting. At this meeting, **a strategy will be confirmed and roles assigned.** Below we have provided

highlights of our engagement strategy, which will be tailored to this particular project.

STAKEHOLDER IDENTIFICATION:

- **Identify key stakeholders**, including agencies (MnDOT), civic organizations (DECC, aquarium), businesses, local organizations, and the general public.
- For initial engagement, **leverage existing connections** within the community (such as the Greater Downtown Council or Canal Park Business Association) to develop an initial business outreach strategy.

INITIAL STAKEHOLDER OUTREACH:

- **Meet with MnDOT** to discuss project constraints such as TPI and funding.
- **Meet with the DECC** to understand schedule of events during the potential construction period.

BUSINESS OWNER COORDINATION:

- After **initial consultation with the local business** organizations, conduct a meeting to provide the guiding principals of the project and inform the businesses of the potential impact.
- **Request feedback from the businesses** framed within the context that road improvements will create some level of inconvenience.

PUBLIC MEETING:

- Prior to the public meeting, we suggest **meeting with the Mayor and City Administrator** to achieve buy-in from leadership.
- At the public meeting, details will be shared regarding the scope of the project, schedule, and expected impacts. As the project scope is limited and specific, the **intent will be to primarily inform the public** (as opposed to seeking direction on the design).

FOLLOW THROUGH:

- **Incorporate the applicable feedback** into the design.
- We are able to **provide the framework for the City** to conduct social media or website outreach (language formatted for the specific platform, etc.).
- **Maintain a focus on continued communication** with key project stakeholders.
- **Tailor construction notices** and outreach as needed.

We have included **Matt Bolf as our public and business liaison** for the project. Matt's experience in delivering the West Superior Street project will allow for the engagement to be streamlined and effective.

4 KEY PROJECT ELEMENTS

TRAFFIC SIGNALS

Successful temporary and permanent signal improvements will be critical to the project success. Our approach to this element of the project includes:

- Conduct **onsite review** of the signal systems.
- **Detailed traffic signal system designs** will include (as applicable) appropriate APS push button placement, Emergency Vehicle Preemption (EVP), video vehicular detection, flashing yellow arrow design, and staging of traffic signal design and construction in order to maintain operation of existing signal systems (where possible) while road and intersection construction is ongoing.
- **Temporary signal design** will be prepared as required in order to maintain signal operation during construction.
- **Identify long lead time components** (such as signal poles and mast arms). Assist the City with ordering in advance of construction, if desired.
- **Complete required Signal Justification Reports** (SJRs). These reports will be prepared for City and State review, in a format acceptable to each agency and including comparison against current MnMUTCD traffic signal warrants.

LIGHTING

With the degraded lighting system, foresight will be important to not only address the lighting needs of this corridor, but also consider adjacent needs. Some key considerations include:

- **Evaluate additional lighting needs** along Railroad Street and confirm the designed conductors are adequate to support this need.
- **Conduct an onsite review** to evaluate if existing signal bases and/or conductors are suitable for reuse as a cost-saving strategy.
- **Prepare design consistent with City standards** to maintain continuity within the system.

PROJECT CHALLENGES AND OPPORTUNITIES

A CHALLENGE: City will be replacing lighting further to the west as a separate project.
OPPORTUNITY: Conduct initial coordination between the projects to understand the lighting strategy and account for electrical loads.

B CHALLENGE: TPI designates the area adjacent to the project as a current detour route and the schedule for completion is uncertain.
OPPORTUNITY: Carefully coordinate with the TPI team members from MnDOT, SEH, and others to understand how the TPI project will proceed and how our project may be affected.

C CHALLENGE: Project does not budget for major storm sewer system replacement.
OPPORTUNITY: Evaluate each structure to determine if select individual structures require replacement or repairs.

D CHALLENGE: Condition of light bases is unknown.
OPPORTUNITY: Provide a qualified evaluation to determine portions of the existing underground infrastructure are suitable for reuse, thereby helping the project budget.

E CHALLENGE: Light poles are rusting out and they are the only 40' poles remaining within the City.
OPPORTUNITY: Replace lighting system in alignment with City standards for continuity of City inventory.

F CHALLENGE: Scenic Railroad is adjacent to the project corridor.
OPPORTUNITY: Strategically select the construction limits of the project to minimize the impacts to the rail and associated delays.

G CHALLENGE: Corridor contains some "less formal" pedestrian crossings.
OPPORTUNITY: Add appropriate striping and signage in alignment with the overall level of use. Consider if an RRFB approach is appropriate.

H CHALLENGE: Signal at Harbor Drive needs to adequately incorporate a bike crossing.
OPPORTUNITY: Mimic the design being established by SEH for the 27th Avenue West signal (part of the W Superior Street project).

I CHALLENGE: Scope of existing Bayside Drive (Harbor Drive) project may impact work immediately adjacent to the project area.
OPPORTUNITY: Work closely with the SEH team designing Bayside Drive to understand potential changes and set appropriate construction limits to avoid gaps or overlap.

J CHALLENGE: This is a highly public corridor that will attract media and political attention.
OPPORTUNITY: Conduct a meeting with the mayor and City Administrator after 30% design to achieve buy-in for the project approach and scope and establish consistent messaging.

K CHALLENGE: High levels of traffic occur during events at the DECC, Bayfront, and others.
OPPORTUNITY: Closely coordinate with DECC staff, festival organizers, and other business owners to plan for work to occur during specific periods, including Grandma's Marathon, inline marathon, 4th Fest, and other events.

L CHALLENGE: Business will be concerned about how the project will affect their operations.
OPPORTUNITY: Conduct proactive outreach to the businesses near the project to describe a clear plan for how the public will be affected so that they can plan their business operations appropriately.

M CHALLENGE: Existing right of way is complex throughout the project corridor.
OPPORTUNITY: Limit the work to the existing project corridor that exists today.

N CHALLENGE: Steam plant has infrastructure within the project corridor.
OPPORTUNITY: Conduct early coordination with the steam plant to understand if they have a need to upgrade any of their infrastructure concurrent with this project.

O CHALLENGE: Pavement is heavily degraded.
OPPORTUNITY: Complete pre-core drilling for the geotechnical investigation to gather accurate data. This will inform if underlying issues exist throughout and if the project scope should be re-evaluated.

P CHALLENGE: Temporary changes to accommodate construction needs can be confusing to City residents and tourists alike.
OPPORTUNITY: Provide clear temporary traffic controls and conduct proactive public outreach to provide advance notice of the changes.

Q CHALLENGE: Major vision studies are underway for the connection to downtown Duluth/I-35 corridor and Canal Park.
OPPORTUNITY: Establish future flexibility in the design where possible (such as lighting) and right-size the investment to other areas (such as the pavement) that might be affected by the outcome of the studies.

Experience

MARKET STREET/ LOBERG AVENUE RECONSTRUCTION

HERMANTOWN, MN

This project provided preliminary and final design and construction services for the full reconstruction of 3,400 ft. of street on two Municipal State Aid roadways.

FEATURES

- 0.79 miles of urban roadway and storm sewer reconstruction
- Sidewalk replacement and extensions
- ADA curb ramp design
- Storm sewer replacement and upgrades

RELEVANT COMPETENCY

- Street and storm design for heavily used business urban roadway
- Stakeholder coordination with City, DTA, County, MnDOT, and businesses
- Two separate Municipal State Aid Street Funds requiring State Aid plans and specification approval
- $5,000 construction contract change orders on $1.36 million low bid
- Detailed traffic control and phasing plans
- Temporary construction easements

TEAM MEMBERS

- **Matt Bolf**, Project Manager
- **Ken Taillon**, Lighting
- **Dan Hinzmann**, QA/QC

CSAH 3 (14TH STREET) RECONSTRUCTION

CLOQUET, MN

This project included full replacement of storm sewer, sanitary sewer, and water main along the corridor. A new roundabout with lighting was constructed.

FEATURES

- 1.5 miles of urban roadway and storm sewer reconstruction
- Roundabout including lighting
- Intersection control
- Storm sewer replacement and upgrades

RELEVANT COMPETENCY

- 0.5 miles of bituminous pavement reclamation and paving
- Signal replacement including APS approach
- Stakeholder coordination with City of Cloquet, Carlton County, and MnDOT
- Specific business and school outreach and coordination
- Coordination for impacts to mass transportation
- Public engagement
- $8.8 million project utilizing State Aid and non-participating funding sources

TEAM MEMBERS

- **Dan Hinzmann,** Project Manager
- **Chad Jorgenson**, Traffic
- **Jon Gray**, Signals
- **Ken Taillon,** Lighting

CONGDON BLVD 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

TEAM MEMBERS

- **Matt Bolf**, Project Manager
- **Sam Turrentine**, Planner
- **Dan Hinzmann**, QA/QC

Personnel

PROJECT MANAGER

We recognize you need and deserve a consultant team with local resources, street and pedestrian design experience, proven public involvement skills, and knowledge of the State Aid process to pull all aspects of this project together without worry. Our comprehensive in-house design services, including lighting, traffic, and signal design, will establish a streamlined approach ensuring efficient project coordination, rigorous quality control, and cost-effective solutions.

Our SEH team has a long track record of delivering successful projects in Duluth and is experienced working together on similar efforts. Our project manager, **Dan Hinzmann**, will lead a cohesive team and oversee this project on your behalf.

DAN HINZMANN PE (MN, WI), LEED AP

PROJECT MANAGER | SEH

Dan will serve as the City's primary point of contact and be responsible for overseeing all project deliverables and overall coordination. Dan will utilize his extensive experience on similar projects to provide a streamlined project delivery. A major focus of Dan's role includes ensuring strong communication throughout the project. This regular communication comes in the form of monthly written updates with each invoice as well as regular email and phone check-ins as needed.

Dan's history managing similar projects for the City of Duluth will allow him to guide the rest of the team to meet the City's goals. Dan will work closely with other strategic team members, such as Matt Bolf, as well as technical team members such as Ken Taillon and Jon Gray. Dan will work continuously to ensure the efforts by the individual team members are aligned with the big picture goals.

By minimizing communication gaps and delays, our integrated approach accelerates our process as a whole, allowing us to deliver results promptly.

DAN'S RECENT EXPERIENCE INCLUDES THE FOLLOWING:

- West Superior Street Reconstruction – Duluth, MN (Quality Manager)
- CSAH 3 (14th Street) Reconstruction – Cloquet, MN (Project Manager)
- East 5th Street Reconstruction – Superior, WI (Project Manager)
- Almac Drive and 6th Street Reconstruction – Proctor, MN (QA/QC)
- 23rd and 24th Streets Reconstruction – Scanlon, MN (Project Manager)
- 10th Avenue East Reconstruction Project Memorandum – Duluth, MN (Design Lead)
- Congdon Blvd Pavement Rehabilitation – Duluth, MN (QA/QC)
- Market Street/Loberg Avenue Reconstruction – Hermantown, MN (QA/QC)
- Cloquet Avenue Lighting Replacement – Cloquet, MN (Project Manager)
- West End Lighting Improvements – Cloquet, MN (Project Manager)
- Avenue B Pavement Rehab and Lighting – Cloquet, MN (Project Manager)

16

YEARS OF EXPERIENCE

EDUCATION

Bachelor of Science
Civil Engineering
Michigan Technological University-Houghton

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer in MN and WI

LEED AP, US Green Building Council

Aggregate Production, Minnesota Department of Transportation

Erosion and Stormwater Management Construction Site Manager, University of Minnesota

PROJECT TEAM

MATT BOLF PE (MN, WI)

PRINCIPAL IN CHARGE/PUBLIC ENGAGEMENT STATE AID COMPLIANCE| SEH

Matt will serve as principal in charge for our team and lead public engagement activities. With more than 23 years of experience including many types of projects with Duluth, he will attend the kickoff and project update meetings, guide public involvement, assist with coordination of the City departments, and provide QA/QC on the State Aid process. In this role, Matt will ensure Duluth's expectations are met.

MATT'S RECENT FEDERAL AND STATE AID EXPERIENCE INCLUDES THE FOLLOWING:

- Cross City Trail Phases 1-4 – Duluth, MN (Project Manager)
- West Superior Street Reconstruction (currently being designed) – Duluth, MN (Federal Aid - Project Manager)
- Almac Drive/6th Street and Utility Reconstruction – Proctor, MN (State Aid - Project Manager)
- TH 87 Pavement Rehabilitation – Park Rapids, MN (State Aid - Project Manager)
- Stebner Road Reconstruction – Hermantown, MN (Federal Aid - Project Manager)
- Congdon Blvd. Reclaim – Duluth, MN (Federal Aid - Project Manager)

KEN TAILLON

LIGHTING LEAD, *33 yrs exp., 24 with SEH*

Ken has experience in a wide variety of lighting planning projects, including roadway lighting, highways, residential areas, and intelligent lighting management systems/LED lighting equipment. **Ken will rely on his extensive experience within the City**, including his shaping of the lighting standards City-wide.

- West Superior Street Reconstruction (in design) – Duluth, MN
- City-Wide Lighting – Duluth, MN
- Cloquet Avenue Lighting Replacement – Cloquet, MN
- West End Lighting Improvements – Cloquet, MN
- Avenue B Pavement Rehab – Cloquet, MN

JOHN GRAY PE (MN)

SIGNALS LEAD, *36 yrs exp., 36 with SEH*

John's signal systems experience includes permanent, actuated, coordinated, temporary, and revised systems. **John has completed signal designs for several locations within the City of Duluth** and has also worked with MnDOT District 1 on several traffic signal designs.

- Traffic Signal Design – Duluth, MN
- West Superior Street – Duluth, MN
- 10th Avenue East Reconstruction – Duluth, MN
- CSAH 3 (14th Street) Reconstruction – Cloquet, MN

CHAD JORGENSON

PE (IA, MN, SD), PTOE

TRAFFIC LEAD

11 yrs exp., 11 with SEH

Chad will develop a temporary traffic control strategy for this project. He is a senior traffic engineer with experience in transportation planning/ safety analysis.

- Campus Connector Segments 4 and 5 – Duluth, MN
- 6th Avenue SE, 29th Street to 33rd Street – Grand Rapids, MN
- Arrowhead and Ugstad Road – Hermantown, MN

SAM TURRENTINE

AICP

PROJECT MEMORANDUM

19 yrs exp., 18 with SEH

Sam's experience includes overseeing environmental documentation on numerous projects while meeting all applicable federal and state requirements.

- Campus Connector Segments 4 and 5 – Duluth, MN
- West Superior Street Reconstruction – Duluth, MN
- Stebner Road Rehabilitation - Hermantown, MN

SUB-CONSULTANT

BRAUN INTERTEC

Our project team has been working directly with the City of Duluth on infrastructure projects for more than 20 years.

Knowledge of Duluth Requirements

Our project team has been working directly with the City of Duluth on infrastructure projects for more than 20 years. SEH has completed a combined total of **95 civil, environmental, airport, and survey projects in the City of Duluth over the last five years.**

We work within the guidelines of both the 2019 City of Duluth Standard Construction Standards and the 2022 Engineering Guidelines. You can be confident our team understands your design review process, public involvement expectations, and bidding requirements and "front end" documents for proposal packages.

PAST/CURRENT CITY OF DULUTH PROJECTS

PROJECT	TEAM MEMBER					
	Dan Hinzmann	Matt Bolf	Ken Taillon	Chad Jorgenson	John Gray	Sam Turrentine
Campus Connector 4 and 5	x	x	x	x	x	x
Cross City Trails	x	x	x	x	x	
10th Avenue East Reconstruction	x	x			x	
West Superior Street	x	x	x	x	x	x
Congdon Boulevard Mill and Overlay	x	x				x

References

We encourage you to contact one or more of our references for their feedback!

CITY OF CLOQUET

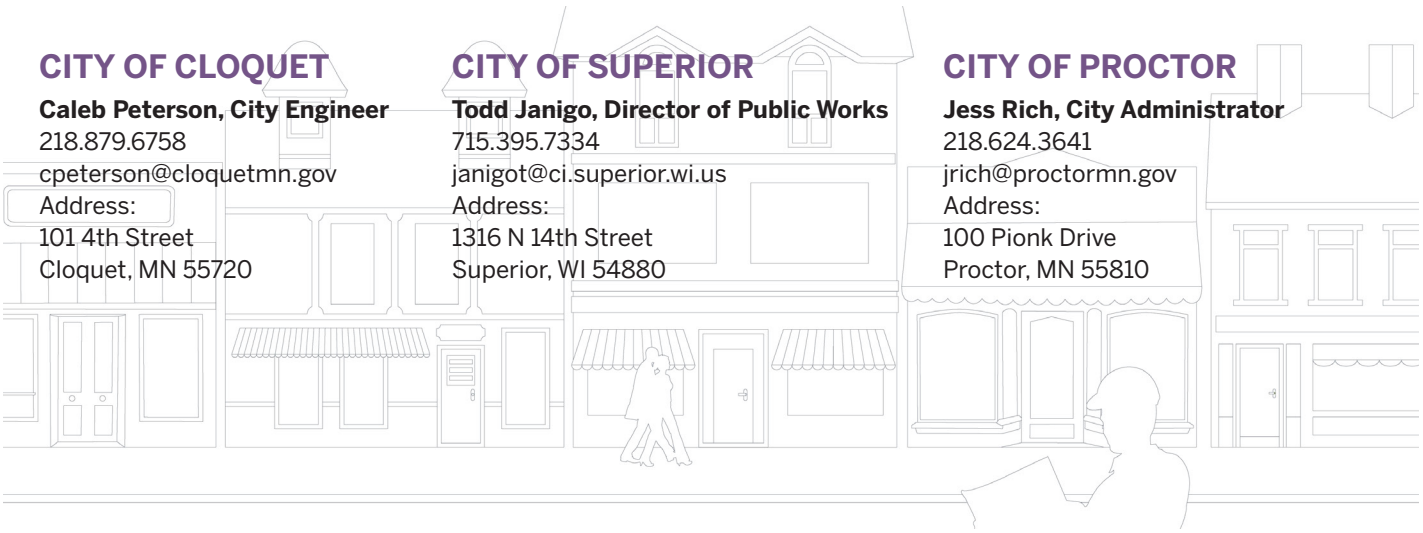
Caleb Peterson, City Engineer
218.879.6758
cpeterson@cloquetmn.gov
Address:
101 4th Street
Cloquet, MN 55720

CITY OF SUPERIOR

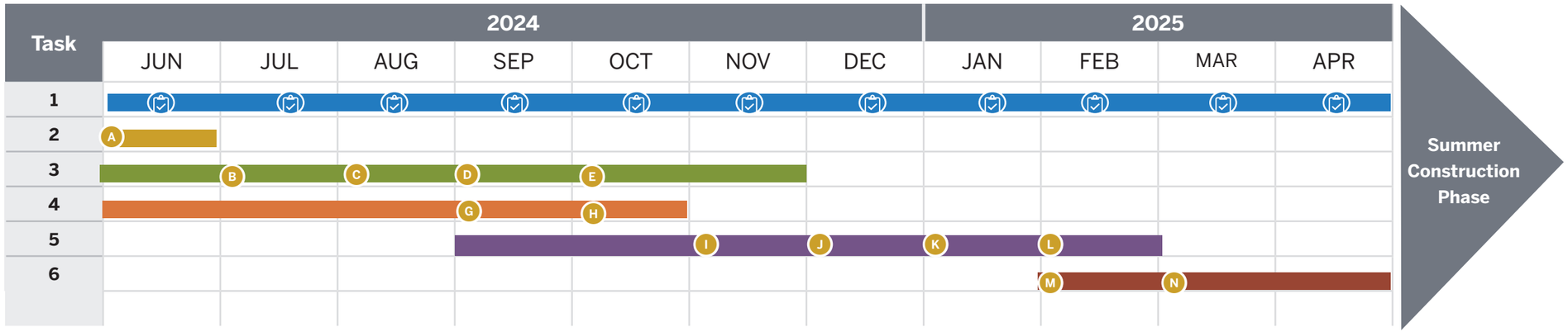
Todd Janigo, Director of Public Works
715.395.7334
janigot@ci.superior.wi.us
Address:
1316 N 14th Street
Superior, WI 54880

CITY OF PROCTOR

Jess Rich, City Administrator
218.624.3641
jrich@proctormn.gov
Address:
100 Pionk Drive
Proctor, MN 55810



Work Schedule and Work Plan



KEY

- A Kickoff Meeting
- B Coordination Meetings with MnDOT and DECC
- C Business Coordination Meeting
- D City Leadership Meeting
- E Public Meeting
- F Schematic Design Selected
- G Project Memo Draft Deliverable
- H Project Memo and SJR Final Deliverable, 30% Design Deliverable
- I 60% Deliverable
- J 90% Deliverable
- K Preorder Long Lead Time Materials
- L 100% Deliverable to MnDOT, Federal and Forms
- M Advertise for Bidding
- N Bid Opening
- PMT Meetings/Reports/ City Meetings

TASK 1
PROJECT MANAGEMENT/MEETINGS

- Monthly PMT meetings
- Monthly written progress reports
- Quality management
- City meetings

Team: Dan

TASK 2
KICKOFF MEETING

- Establish mutual understanding of project
- Conduct field walk
- Documentation (field notes, minutes)

Team: Dan, Matt

TASK 3
COORDINATION AND PUBLIC ENGAGEMENT

- Prepare meeting materials and visuals
- Initial outreach to establish stakeholders
- Coordination meetings with MnDOT and DECC
- Initial business owners meeting
- Political leadership meeting
- Public meeting

Team: Dan, Matt

TASK 4
DATA GATHERING/PRELIMINARY DESIGN

- Field review of existing signals and lighting
- Geotechnical investigation
- Prepare schematic design and estimate
- Topographic survey
- Establish temporary traffic control framework
- Adjust scope to match budget if required
- Prepare 30% design documents
- Draft project memo

Team: Dan, Ken, John, Chad, Braun

TASK 5
FINAL DESIGN

- 60%, 90%, 100% design submittals
- Federal Aid forms
- Special provisions
- Tabulations
- Final project memo

Team: Dan, John, Ken, Chad

TASK 6
BIDDING SUPPORT

- Respond to bidding questions
- Attend pre-bid meeting (if required)
- Attend bid opening
- Recommendation of project award

Team: Dan, John, Ken, Chad

Railroad Street Reconditioning Project

City of Duluth Proj. #1463 (RFP 24-99430)

SEH Project # P-178548

May 7, 2024

WORK PLAN

	Project Role	Principal	PM	Civil Tech	Signal Lead	Signal Design	Lighting Lead	Lighting Design	Project Memo	Traffic Lead	Survey	Admin	
	Employee Name (s)	Bolf	Hinzmann	Orleskie	Gray	Bednarz	Taillon	Lilla	Turrentine	Jorgenson	Anderson	Austin / Hayes	
Task #1 - Project Management, Meetings, & Coordination													
1.1	**General**												
	PM / accounting / monthly progress reports		8									8	16
	Develop quality management plan		4	1	1		2						8
1.2	**Meetings & Agency Coordination**												
	Kickoff meeting and walkthrough with City Staff				8		8						16
	Internal team kickoff		4	1	1	1	1	1		1	1		11
	Coordination meeting with private utilities		2	4				1					7
	Identify stakeholders (i.e. individual businesses)	1											1
	Meeting with MnDOT	1	2									2	5
	Meeting with civic organizations (DECC, etc.)	2	2									2	6
	Initial business outreach & business coord meeting	4	4									2	10
	Meeting with Mayor and City Administrator	2	2										4
	Public informational meetings (1)	4	12	8								2	26
	Design review meetings with client (5)	2	10	10									22
	Task Hours Summary	**16**	**50**	**24**	**10**	**1**	**11**	**2**		**1**	**1**	**16**	**132**
Task #2 - Preliminary Engineering													
2.1	**Data Collection**												
	One Call and Utility Coordination Process		4	2				2				4	12
	Geotechnical Subconsultant Borings and Report		2										2
	Topographic Survey & Stucture Integrity Review			8							30		38
	Identify adjacent lighting loads						3						3
2.2	**Preliminary Design**												
	Create CAD basemap from data sources			8									8
	Identify pavement approach (reclaim vs. milling)		1										1
	Preliminary signal and intersection layouts		1		20	20							41
	Preliminary lighting layout & photomoetry		1					12					13
	Create overall project exhibit incl. striping & construciton limits		4	20	4	8		4		8			48
	Schematic Cost Estimate		2	4	2	1	1	2					12
	Signal Justification Report (SJR)		1		6	18							25
	Establish roadway alignment			4									4
	Identify temporary traffic approach		2		2					4			8
	Grading design for ADA improevement areas		8	40									48
	Cost Estimate - 30%	1	2	4	1		1	2					11
	Project Memorandum	1	4						50				55
	Task Hours Summary	**2**	**32**	**90**	**35**	**47**	**5**	**22**	**50**	**12**	**30**	**4**	**329**
Task #3 - Bid Documents													
3.1	**Develop Construction Plans**												
	Federal Aid Construction Drawings												
	Title Sheet / General Layout / Notes			1									1
	SEQ / Standard Plates / Tabulations			4									4
	Construction details / ADA detailed elevations		2	12									14
	Typical Sections / Survey Control		1	4									5
	Existing Conditions/Removals		1	12									13
	Plan sheets - pavement rehabilitation, signing, and striping		4	32									36
	Plan Sheets - Lighting		1					60					61
	Plan Sheets - Signals		1		30	60							91
	Temporary Traffic Control		2	16	4	20				8			50
	Erosion Control		1	8									9
	Quality control review				1		2			2			5
	Constructability Review	2											2
	Project Manual & Federal Aid												
	Incorporate City standards	1	1									1	3
	Special provisions		4			8	1	8				4	25
	DCP & Federal Aid Forms	1	4										5
	Quantities and Estimate												
	Develop SEQ		2	8				1					11
	Create tabulations		2	24				4					30
	Develop engineer's estimates (60%, 90%, 100%)		4	8	1		1	3					17
3.2	**Bidding**												
	Bidding support (RFP listed 40 hrs PM time)		40										40
	Task Hours Summary	**4**	**70**	**129**	**36**	**88**	**4**	**76**		**10**		**5**	**422**
Project Summary													
	Project Hours Summary	**22**	**152**	**243**	**81**	**136**	**20**	**100**	**50**	**23**	**31**	**25**	**883**

Purchasing Division
Finance Department

Room 120
411 West First Street
Duluth, Minnesota 55802

218-730-5340
purchasing@duluthmn.gov

Addendum 1
Solicitation # 24-99430
RFP For Eng Svcs For Railroad Street Reconditioning

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

1) Proposing firms to do not need to plan to provide right of way or boundary survey services within their proposal. Any boundary services that are required to complete the proposed work would be added as an additional service via contract amendment if required.

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

Posted: **April 29, 2024**

Building a Better World for All of Us®

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES

Contract No. L31040