

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between, the City of Duluth, a municipal corporation and political subdivision under the laws of the State of Minnesota, hereinafter referred to as "City", and St. Louis County, a body politic and corporate and political subdivision under the laws of the State of Minnesota, hereinafter referred to as "County", for the purpose of establishing conditions for and procedures by which County may reimburse City for constructing certain improvements to the Duluth Civic Center Plaza (the "Plaza"), effective on the latest date of execution by either party. A map depicting the Plaza is attached as Exhibit A.

WHEREAS, County is the fee owner of certain property located in the City of Duluth, County of St. Louis, State of Minnesota, on which is situated the St. Louis County Duluth Courthouse, and includes certain adjacent parcels comprising approximately one-third of the area of the Plaza; and

WHEREAS, the United States of America, acting by and through the Administer of General Services ("GSA"), controls and administers certain adjacent property located in the City of Duluth, County of St. Louis, State of Minnesota, on which is situated the Duluth Federal Building, and includes certain adjacent parcels comprising approximately one-third of the area of the Plaza; and

WHEREAS, together with land owned by City, the land owned by County and the United States of America makes up the Plaza, and the Plaza provides pedestrian and vehicular access to the Duluth Federal Building, the St. Louis County Duluth Courthouse, and Duluth City Hall in accordance with the plan created by Daniel Burnham for the City of Duluth; and

WHEREAS, County previously conveyed to City the following easements over portions of its land to facilitate the creation of the Plaza (collectively, the "Easements"): (1) an easement for street, sidewalk and boulevard purposes in Indenture dated September 1, 1927, recorded in the Office of the St. Louis County Recorder on September 5, 1934 in Book 626 of Deeds, page 54, as Document No. 530258; and (2) an easement for public highway and public sidewalk purposes in Indenture dated October 13, 1964, recorded in the Office of the St. Louis County Recorder on October 30, 1964 as Document No. 43329; and

WHEREAS, the Plaza was listed in the National Register of Historic Places in 1986 as the Duluth Civic Center Historic District, an historic government complex designed by Daniel Burnham in 1909 and recognized for its state-level significance in the themes of architecture and community planning and development; and

WHEREAS, the Plaza provides vehicular access to the Civic Center buildings by a circular driveway situated thereon, designated as Priley Circle, which driveway is not a public road but a component of the Plaza's improvements for providing access to the buildings; and

WHEREAS, City has initiated a project to construct on the Plaza improvements to the Plaza's pedestrian walkways and landscaping, including Priley Circle's streetscape, and other improvements to the Plaza (the "Project"), as further described in the attached Exhibit B (the "Scope of Work"); and

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

1. Improvements.

County agrees that the Easements confer upon City the right to access the easement property to construct the improvements described in the Scope of Work, and further that the nature of said improvements are such that County is authorized under _____ to reimburse City for its costs of design and construction amounts commensurate with the benefit received by County.

County agrees that the benefit received by County from the design and construction of the Project is equal to one-third of the cost of its design and construction.

City shall work with GSA, which will lead the Section 106 consultation process with the Minnesota State Historic Preservation Officer ("SHPO") with the goal of seeking SHPO's concurrence with GSA's Determination of Effect for the Project, in accordance with 36 CFR Part 800.5 "Assessment of adverse effects." A strategic goal for City's design team will be to design the Project in adherence with the *Secretary of the Interior's Standards for Rehabilitation* and that in so doing, it will result in a "No Adverse Effect on Historic Properties Determination" by GSA's Historic Preservation Officer and subsequently a concurrence with that determination from SHPO. If City is unable to obtain any required governmental approvals for the Project, City will not be obligated to continue with the Project.

City agrees that work on the Project shall be performed by competent contractors in the best workmanlike manner, using high-quality materials.

The Project shall be performed in stages, starting with the design phase, and followed by construction. City has entered into a Memorandum of Understanding dated October 21, 2024, with GSA in which GSA has agreed to reimburse City for one-third of the cost for the design and construction of the Project. If GSA withdraws or cancels its funding for the Project for any reason, City will not continue work on the design or construction of the Project. City will only proceed

with the construction phase of the Project after receipt of written, irrevocable consent from GSA and St. Louis County. If either GSA or St. Louis County fails to provide City with written, irrevocable consent to move forward with the construction phase of the Project, City will not move forward with construction of the Project. In the event design and/or construction of the Project commences, but is not completed for any reason other than City's abandonment of the Project, County shall reimburse City for one-third of the costs incurred by City.

City shall have the flexibility to alter the construction schedule for the Project to accommodate an upcoming utility infrastructure project that could impact the Plaza. Unless otherwise provided in a separate, written agreement, County shall be excluded from any cost sharing or work elements stemming from the utility infrastructure project.

2. Access.

City agrees that it shall require its contractors and subcontractors to perform their work on the Project in such a way as to not unnecessarily impede access to the St. Louis County Duluth Courthouse. Construction is anticipated to be completed by September 30, 2027.

3. Reimbursement to City.

County shall reimburse City for the costs reasonably incurred by City in designing and constructing the Project. Said costs are hereby stipulated to be one third of the cost to City of designing and constructing all of the improvements constructed at the Plaza, but in no event shall County's reimbursement to City exceed the sum of \$1,000,000. City shall submit invoices to County for review and approval, showing all costs incurred to date and requesting payment of one third of that amount, and shall further furnish such additional documentation of its costs as County shall reasonably request. Thereafter, County shall promptly reimburse City for all such properly invoiced amounts. Payments shall only be for work performed. County cannot offer advanced or lump sum payment prior to work commencing. In the event design and/or construction of the Project commences, but the Project is not completed for any reason other than City's unreasonable abandonment of the Project, County shall reimburse City for one-third of the properly invoiced costs incurred by City thus far.

None of the above creates a contractual privity between County and City's agents, contractors and subcontractors.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of the date last executed below.

ST. LOUIS COUNTY

CITY OF DULUTH

Signature

By: _____
Mayor

Name

ATTEST:

City Clerk

Title

Dated: _____

Date

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

Priley Circle Joint Improvement Project

EXHIBIT A

Legend

- Project Limits

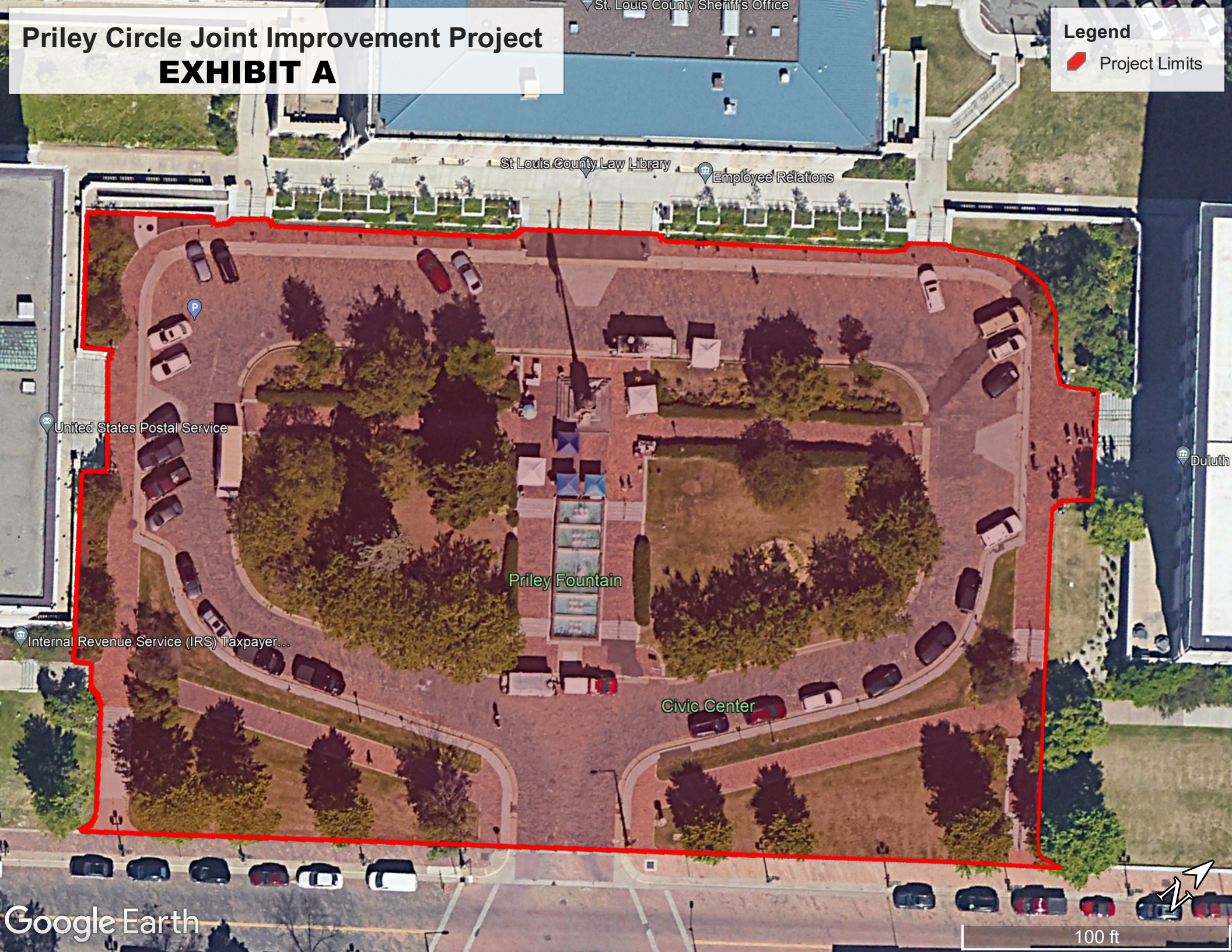


EXHIBIT B



CITY OF DULUTH

REQUEST FOR PROPOSALS FOR

**DESIGN SERVICES
PRILEY CIRCLE RESTORATION**

RFP NUMBER [REDACTED]

ISSUED – [REDACTED], 2024

PROPOSALS DUE – [REDACTED] 2024

SUBMIT TO

**CITY OF DULUTH
ATTN: PURCHASING DIVISION
CITY HALL, ROOM 120
411 WEST 1ST STREET
DULUTH, MN 55802**

PART I - GENERAL INFORMATION

I-1. Introduction. This project seeks proposals from firms to provide design services for restoration of the civil and landscape architectural features of Priley Circle in downtown Duluth.

The selected firm will lead the design process through multiple levels of historic preservation and architectural design review, complete design development through construction documents, assist with bidding and permitting, and perform construction administration services. AE is to consider the following historic and/or modern elements as part of the design fabric: sidewalks, curbs, vehicular pavement, lighting, landscape features, plant materials, outdoor seating, handicapped accessibility, wayfinding, metered parking and EV charging.

The final design solution should pay homage to the 1909 Burnham design, with consideration given to modern materials and construction methods. It is expected that the completed project's aesthetic will prevail against time, and be of minimal maintenance to the property owners.

I-2. Project Overview. Priley Circle, designed by architect Daniel Burnham in 1909 and located within the Duluth Civic Center Historic District, is the primary access route, parking zone, and central landscape venue for three government facilities in downtown Duluth. Today, comprehensive site improvements are needed to renew the various asset conditions and lifespans, maintain unity with the original design intent, and to further activate the historic civic area for greater public use and enjoyment.

Due to the site's listing in the National Register of Historic Places, this project is subject to review under Section 106 of the National Historic Preservation Act, the process of consultation with the Minnesota State Historic Preservation Office, and Duluth's Heritage Preservation Commission. This project is funded by local, state, and federal funds. The supplementary provisions included in Appendix B shall apply.

Additional detail is provided in **Part IV** of this RFP.

I-3. Calendar of Events. The City will make every effort to adhere to the following schedule:

| Activity | Date |
|--|---|
| <i>Request For Proposals</i> is posted | Wednesday, June 5 th , 2024 |
| Mandatory pre-proposal conference | Friday, June 14 th , 2024 |
| Deadline to submit Questions via email to purchasing@duluthmn.gov | Wednesday, June 26 th , 2024 |
| Answers to questions will be posted to the City website no later than this date. | Wednesday, July 10 th , 2024 |
| Proposals must be received in the Purchasing Office by 4:30 PM on this date. | Friday, July 19 th , 2024 |

I-4. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-5. Pre-proposal Conference. The City will hold a mandatory pre-proposal conference as specified in the Calendar of Events.

I-6. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

I-7. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Proposer's responsibility to periodically check the website for any new information

I-8. Proposals. To be considered, a hard copy of proposals must be received by the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals received via email. Proposals received after the submittal deadline noted above will not be accepted.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed.

Please submit one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope. In addition, Proposers shall submit one copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on flash drive in Microsoft Office-compatible or pdf format.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

I-9. Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnuccp.metc.state.mn.us/> .

I-10. Award. The agreement award will be based on the time and materials submitted in the proposal, but will be a lump-sum, not-to-exceed agreement.

I-11. Term of Contract. The term of the contract will begin once the contract is fully executed and is anticipated to end by **June of 2026**. The selected Proposer shall not start the performance of any work nor shall the City be liable to pay the selected Proposer for any service or work performed or expenses incurred before the contract is executed.

I-12. Prompt Payment of Subconsultants. Per MN Statute 471.425, Subd. 4a., Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

I-13. Mandatory Disclosures. By submitting a proposal, each Proposer understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Proposer independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer.
- B. There is no conflict of interest. A conflict of interest exists if a Proposer has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

I-14. Notification of Selection. Proposers whose proposals are not selected will be notified in writing.

PART II - PROPOSAL REQUIREMENTS

1. Proposal cover sheet attached as Appendix A
2. Cover letter that includes a description of specifically why Bidder is a good fit for this project and a restatement of the goals and objectives to demonstrate understanding of project details
3. Scope of work envisioned, including but not limited to:
 - a. Specific objectives
 - b. Detailed deliverables
 - c. Timeline of services
4. Background of firm that demonstrates successful completion of comparable projects (commensurate in size and scope to the proposed project) whose designs have been submitted for review under Section 106 of the National Historic Preservation Act and/or a state or local historic district ordinance and have received concurrence and/or approval from the National Park Service, and/or a Municipal government with Certified Local Government status
5. Resumes of key personnel responsible for deliverables, including lead designer for the proposed project team, including landscape architects, who at a minimum meets the professional qualifications for historic architecture as defined by the National Park Service.
6. Five examples of similar project experience of team
7. References
8. A lump sum, not-to-exceed total project cost including any sub-consultant fees, along with the following information:
 - a. A breakdown of the hours by task for each employee
 - b. Identification of anticipated direct expenses
 - c. Miscellaneous charges such as mileage and copies
 - d. Identification of any assumptions made while developing the cost proposal
 - e. Any cost information related to additional services or tasks, to be included as additional costs and not part of the total project cost
 - f. A work plan and detail on the scope of services and deliverables for the initial phase of predesign

PART III - CRITERIA FOR SELECTION

The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described therein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

- | | |
|-----|---|
| 30% | Qualifications of the Bidder and Personnel |
| 30% | Prior experience with historic/preservation design work |
| 20% | Objectives, deliverables and work plan |
| 20% | Cost |

Top scoring candidates will be requested to schedule an interview before a final decision on proposals. Both in-person and virtual interviews will be available.

PART IV – PROJECT DETAIL

(1) Description of Services

The Architect/Engineer (A/E) Professional Services for this Work Order shall consist of, but not be limited to preparing a design, cost estimate, and specifications required to deliver fully executed contract documents. Additionally, the A/E shall provide historic preservation design expertise to facilitate the project's adherence with the Secretary of the Interior's Standards for Rehabilitation along with administrative support services as needed to expedite the Section 106 consultation process, the Federal implementation regulations for the National Historic Preservation Act (36 CFR Part 800) as described in Appendix C. The A/E's responsibilities shall also include participation in public meetings, preparation and delivery of presentations, and communications with government officials and community stakeholders as required to complete the Section 106 consultation process. The project shall consist of the following:

Background

The A/E (Architect/Engineer), along with any specialists and/or consultants shall design and produce construction documents for the following historic and/or modern elements and design: sidewalks, curbs, vehicular pavement, pedestrian and street lighting, landscape features and design, plant materials, outdoor seating, handicapped accessibility, wayfinding, metered parking and EV charging.

The final design solution should pay homage to the 1909 Burnham design, with consideration given to modern materials and construction methods. It is expected that the completed project will include modern construction methods and materials, meet all code requirements and be of minimal maintenance/repairs to the owners.

Expectation

The project will entail alterations and restoration of Priley Circle and bring to the project the best design principles as permitted by the site infrastructure and budget, while adhering to the Secretary of the Interior's Standards for Rehabilitation. In so doing, the final design will qualify for a No Adverse Effect on Historic Properties Determination by GSA's Historic

Preservation Officer and subsequently a concurrence with that determination from the SHPO.

Scope of Work

Prior to award of this contract, the A/E is required to attend a Pre-Proposal meeting to be held at the Duluth City Hall, 411 W 1st St. Duluth, MN 55802. This meeting will be held with the City, County and Federal Project Managers and Property Managers. The A/E should be prepared to ask pertinent questions relating directly to scope requirements, specialty items, historic and other related topics. If necessary, the scope of work will be amended to incorporate any pertinent changes and/or modifications. The A/E shall prepare minutes of this meeting and every subsequent meeting thereafter, and shall deliver them to the project managers for distribution within 3 working days of the meeting.

A follow up meeting shall be planned with the City team on-site to discuss the project parameters and customer expectations. The City will coordinate the final location with the customer.

The AE shall prepare a preliminary cost estimate for the project in order that the City has sufficient time to process the request for funding. Estimates will be required to reflect Improvement costs and are due at 50% design/CD submission. An updated cost estimate shall be provided at 90% with a final estimate at the completion of contract documents.

The AE shall include services of an Architectural Historian and Landscape Architects in the planning, design and execution phases of the project to provide the team with expertise and direction. The persons shall meet the Secretary of the Interior's Professional Qualifications standards for Architectural History and shall be involved throughout the design phases of the project and provide guidance and oversight of the process.

Color renderings are expected at the 50% design/CD's review and shall include 3 unique schemes unless otherwise directed. A final color rendering and 3D fly-through shall be presented at 90% CD's and shall indicate further development of the scheme. Graphic Rendering of each scheme shall be provided to the City for consideration at 50% and 90%.

Special attention and detailing will be required with regard to the historic fabric. City will review costs and aesthetics of proposed products and notify the AE on the desired finish selections.

The AE shall conduct all meetings and provide meeting minutes.

The AIA Masterspec shall be used as the basis for developing the construction contract documents. For Division 15 and 16 specification

sections, the A/E shall develop his/her own specifications edited to full extent necessary for this specific project. Any available specifications (AIA, Navy, Military, NASA, etc.) may be used as a guide in developing the individual specifications for Sections 15 and 16; however, the specifications shall be prepared using the AIA Masterspec Format. Design shall comply with the GSA design guide PBS-P100

(2) Computer Aided Design (CAD) Drawings and Specifications

(2.1) All drawings and specifications shall be developed through computer-based media. All drawings shall be drawn using AutoCAD Release 16 or more current version, operating under MS Windows. AutoCAD (vector) drawing files in format DWG shall be submitted via CD-ROM disk. Layering shall follow the guidelines issued by the American Institute of Architects (AIA). Please refer to www.gsa.gov/greatlakescadpolicy. Only standard AutoCAD fonts shall be used, (i.e. Simplex or Romand). No customized menus. Only standard AutoCAD menus shall be submitted. Also, the .dwf format of all drawing files are to be submitted in addition to the .dwg format for transmission of the drawings in web format. In addition to normal statements of scale for plans, details, etc. such as 1/4" = 1'-0", a graphic scale shall be added at each adjacent to or underneath stated scale. All drawing files shall be stand alone with no required external references.

(2.2) Specifications shall be prepared on Microsoft Word and saved as the current version of MS Word operating under Microsoft Windows, using font Times New Roman 10cpi. The specifications shall include a Table of Contents that indicates all boilerplate and technical specification sections used. All specification sections shall be combined into one complete file.

(3) Scope of Services - Design and Construction Documents

(3.1) Pre-Proposal Meeting with GSA and a separate Post Award-Proposal Meeting with the Government. The design effort(s) and timeline need to include deliverables, time for Section 106 coordination and any coordination requirements for local historic districts.

(3.2) The AE shall provide Conceptual drawings of 3 distinct designs. Design Development shall further develop the selected design and once approved the Construction Document phase shall begin.

(3.3) 50% Documents shall include drawings, specification outline, and estimate.

(3.4) 90% construction documents shall include developed drawings, specifications and estimates.

(3.5) 100% completion A/E will provide all documents via email. Provide drawings in .dwg and .pdf formats.

(4) Option 1 - Pre-Construction Contract Award Negotiation Services

The A/E shall there upon perform the following additional professional services:

The A/E shall assist the Government in evaluating proposal(s) received from potential contractor(s). This option shall be coordinated with the cost estimating services identified in Attachment A of this work order. This option shall be exercised after the A/E has reconciled the variances in the proposal(s) received and the A/E's estimate. This shall encompass the following:

The A/E shall attend one pre-proposal meeting, on-site with the Government and bidding contractors.

The A/E shall, within 7 days of request by the Contracting Officer, provide a written report of variances and/or discrepancies of the proposal(s) in comparison to the Independent Government Estimate (IGE), by CSI division to establish pre-negotiation objectives.

The A/E shall assist in negotiations with the offeror(s) by attending all conference calls and or meetings, as requested by the Contracting Officer, to address any concerns pertaining to the IGE, specifications or drawings.

The A/E shall, within 7 days of request by the Contracting Officer, prepare a written report to the Contracting Officer to determine whether or not the selected proposal(s) is/are considered fair and reasonable.

Prior to the performance of work, under this option, the A/E will be required to sign and return to the Contracting Officer a "Non-Disclosure" document.

(5) Option 2 - Post Construction Contract Award Services

Pricing for this option is to be provided at the time of the base bid for the A/E Services.

The A/E shall perform the following professional services:

(5.1) Review Construction Contractor coordinated and approved shop drawings, equipment lists, and data submittals as called for in the Construction Contract Documents. Any action shown is subject to the requirements of the Construction Contract Documents. Review shall be completed within ten (10) working days of receipt of shop drawings. All shop drawings shall be stamped with Government furnished approval stamp and transmitted on Government furnished transmittal forms.

(5.2) The A/E Project Manager(s) shall attend a pre-construction conference at the site.

(5.3) The A/E shall review general operating instructions, including copies of posted specific instructions and maintenance instructions, followed by tabulated manufacturers' descriptive literature, shop drawings, performance curves and rating data, spare parts lists and contractor's maintenance manuals. Submit one (1) electronic copy to GSA for review and distribution.

(6) Option 3 - Construction Observation Services

Pricing for this option is to be provided at the time of the base bid for the A/E Services

Governments sole discretion to exercise this option shall be given within 24 months of the Government's acceptance of final deliverables required by this work order. The A/E shall there upon perform the following additional professional services:

The A/E shall provide the following construction inspection services for a period of time stated by the construction contract (provided that stated time period may be extended by mutual agreement by both parties hereto), commencing with the approval of this modification or issuance of Notice to Proceed with the Construction Contract, whichever is later. The A/E will provide written meeting minutes for any meeting held on site or conference call.

(6.1) INSPECTION FOR COMPLIANCE: Make sufficient observation of the performance and progress of the contractor to ascertain compliance with plans, specifications, and other construction performance requirements of the contract.

(6.2) REQUESTS FOR INFORMATION: Respond promptly to all questions from responsible prime contractors regarding the requirements of the construction contract documents; provided, however, that any question which cannot be readily answered by reference to the contract documents or which involves an interpretation of the contract documents shall be referred, together with the comments and recommendations of the A/E, to the COR who shall, as promptly as may be feasible, furnish the contractor with a response to the question, an interpretation of the contract documents, or such instruction or directive as he may deem appropriate.

(6.3) MATERIALS: Inspect materials delivered on site and promptly thereafter notify the COR of any materials which do not meet the requirements of the contract documents.

(6.4) CHANGE ORDERS & ESTIMATING: The A/E shall make recommendations to the COR for change orders that could reasonably be anticipated for this type of project. Prepare scopes of work including sketches,

narratives, and product descriptions as required for construction contract modifications using Government standard forms. The A/E shall also review the construction cost submitted from the contractor for each proposal.

(6.5) **FINAL INSPECTION:** Conduct a Final Inspection and prepare the Omissions and Defects List

(6.6) **TESTING SERVICES:** The A/E is to review all testing required by the construction contract. Testing services beyond those required by the construction contract will be requested of the A/E through a separate modification of this contract.

(7) Schedule of Submissions:

(7.1) The A/E shall complete the services required under paragraph (3.2) for the 50% submittal by 12 weeks after the pre-design meeting.

The A/E shall complete the services required under paragraph (3.3) for the 90% submittal by 8 weeks after approval of the 50% drawings.

(8) Fee and Payment

(1) **Base:** In consideration of the A/E's performance of the services required by this Work Order (except those covered by options), the Government shall pay the A/E a fixed fee of

\$ _____.

Prior to the final payment under this Work Order, the A/E shall furnish the Government with a release of claims against the Government under this portion of the contract, other than such claims as the A/E may except. He shall describe and state the amount of each excepted claim.

(2) **Option 1 - Pre-Construction Contract Award Negotiation Services:** Pricing for this option is to be provided at the time of the base bid for the A/E Services. The Government shall pay the A/E a fixed fee of:

\$ _____.

(3) **Option 2 - Post Construction Contract Award Services:** Pricing for this option is to be provided at the time of the base bid for the A/E Services. The Government shall pay the A/E a fixed fee of:

\$ _____.

(4) **Option 3 - Construction Observation Services**: Pricing for this option is to be provided at the time of the base bid for the A/E Services. The Government shall pay the A/E a fixed fee of:

\$_____.

Appendices

Appendix A: Cover Sheet

Appendix B: Supplementary Provisions – State & Federal Funding

Appendix C: National Park Service – Archaeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines

Appendix D: The Secretary of the Interior's Standards for the Treatment of Historic Properties; Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings

APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# _____

| Proposer Information: | |
|---------------------------------|--|
| Proposer Name | |
| Mailing Address | |
| Contact Person | |
| Contact Person's Phone Number | |
| Contact Person's E-Mail Address | |
| Federal ID Number | |
| Authorized Signature | |
| Title of Authorized Signer | |
| Email of Authorized Signer | |