

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

ENGINEER & CITY OF DULUTH

This agreement is made this ___rd day of _____, **2015**, by and between the City of Duluth, Minnesota hereinafter referred to as the "City" and:

Name: TKDA
Address: 4560 Norway Pines Place
Duluth, MN, 55811

hereinafter referred to as the "Engineer", in consideration of the mutual promises contained herein. This agreement consists of seven sections, a total of **15** pages excluding exhibit A, and any Addendum attached.

Payments hereunder, in the estimated amount of **twenty five thousand nine hundred Dollars (\$ 25,900.00)** shall be made from Fund 865, Dept./Agency 860, Organization 1905, Object 5530, Vendor Code 7090, Requisition Number 2015-0511

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

Project Number: 1487
Project Name: Design/Reconstruction of Streets and Utilities for 59th Ave. W & Fremont St.
Project Description: Full design services for the roadway and utilities on 59th Ave. W and Fremont St. beginning at the Rail Road Crossing

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

- | <u>Phase</u> | <u>Description</u> |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> A. | Study and Report Phase |
| <input checked="" type="checkbox"/> B. | Preliminary Survey Phase |
| <input checked="" type="checkbox"/> C. | Preliminary Design Phase |
| <input checked="" type="checkbox"/> D. | Final Design Phase |
| <input checked="" type="checkbox"/> E. | Bidding Phase |
| <input type="checkbox"/> F. | Construction Survey and Layout Phase |
| <input type="checkbox"/> G. | Construction Inspection Phase |
| <input type="checkbox"/> H. | Additional Services |
| <input checked="" type="checkbox"/> I. | Reimbursable Expenses |

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.

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 of the types described in Section IV.C, 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. The cost of report reproduction shall be considered a reimbursable expense and paid in accordance with Section VI.C of this agreement.
- 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 A.
- 8) Completion Time
The Study and Report Phase shall be completed and report submitted by Prior to Final Design

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 A.
- 5) Completion Time
The preliminary survey phase shall be completed and submitted by Prior to Final Design

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) 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. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this agreement.
- 4) 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 A.
- 5) Completion Time
The Preliminary Design Phase shall be completed and report or plan submitted by Prior to Final Design

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 for review and approval by the City, its Attorney and other advisors, contract agreement forms, general conditions and supplementary conditions and (where requested) bid forms, invitations to bid and instructions to bidder, including for federally funded Projects, all documentation, including wage determinations, in order to comply with Davis-Bacon Act or City code requirements, and assist in the preparation of other related contract documents. 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) Document Presentation
Furnish three copies of the above documents and present and review them in person with the City. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this agreement.
- 6) 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 A.
- 7) Completion Time
The Final Design Phase shall be completed and contract documents submitted by **October 15, 2015**

E) BIDDING PHASE

X 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 A.
- 6) Completion Time
The bidding phase shall be completed by **November 19, 2015**

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 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 A.

5) Completion Time

The construction survey & layout phase shall be completed by NA

G) CONSTRUCTION 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 insure 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. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this agreement.

16) Supplementary Duties

The duties and responsibilities of the Engineer during the construction inspection phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit A.

17) Completion Time

The construction inspection phase shall be completed by NA

H) ADDITIONAL SERVICES

Included in this agreement

Not included in this agreement

If authorized in writing by the City, the Engineer shall furnish or obtain other additional services of the following types which are not considered normal or customary basic services except to the extent specifically provided in Section II; these will be paid for by the City as indicated in Section VI.

1) 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.

2) Significant Changes

Services resulting from significant changes in extent of the Project or its design including, but not limited to,

changes in size, complexity, City's schedule or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond the Engineer's control.

- 3) 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.
- 4) Renderings and Models
Providing renderings or models for the City's use.
- 5) Alternate Bid Documents
Preparing documents for alternate bids requested by the City for contractor(s)' work which is not executed or documents for out-of-sequence work.
- 6) 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.
- 7) Services Resulting from Acts Beyond Engineer's Control
Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of the contractor(s) as determined by the city representative, (3) prolongation of the contract time due to delays by the contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by the contractor.
- 8) Manuals
Preparation of 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.
- 9) Services After Construction Phase
Services after completion of the construction phase excluding the warranty inspection.
- 10) Legal Proceedings
Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 11) Services Not Otherwise Provided
Additional services in connection with the Project, including services normally furnished by the City and services not otherwise provided for implicitly or by fair implication of this agreement.
- 12) Supplementary Duties
The following additional services have been identified and are included in the Additional Services Phase any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit A.
- 13) Completion Time
The time limit to complete additional services cannot be fully specified in this agreement because the full nature and full extent of additional services are unknown.

SECTION III. (Reserved for future use)

SECTION IV. 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 incident to compliance with the requirements of this Section IV.

SECTION V. 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 unless Engineer shall have successfully demonstrated to the City Attorney, in the reasonable exercise of his or her discretion that such insurance is not reasonably available in the market. If the Engineer demonstrates to the reasonable satisfaction of

the City Attorney that such insurance required hereunder is not reasonably available in the market, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the city which is reasonably available.

- (a) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
 - (b) Commercial General Liability Insurance in the amount of **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (c) Automobile Liability coverage in the amount of **\$1,500,000** combined single limit.
 - (d) Professional Liability Insurance in an amount of **\$1,500,000** Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days notice prior to any cancellation or modification shall be required; and in such event, 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.
 - (e) **City of Duluth shall be named as Additional Insured** under the Public Liability and Automobile Liability, or as an alternate, Engineer may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Engineer shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Engineer to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions 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.
 - (f) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverage's evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverage's ineffective as against the City.
 - (g) **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**
- 2) The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Engineer, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Engineer, its employees, agents and representatives in the performance of work covered by this Agreement.
 - 3) 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.
 - 4) 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.
 - 5) The certificates shall provide that the policies shall not be changed or canceled during the life of this Agreement without at least 30 days advanced notice being given to the City.

E) 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.

F) 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.

G) 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.

H) FEDERAL FUNDING

If Federal Funds (HUD, FEMA, or other federal funds) 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. For contracts funded by FEMA those requirements include contract provisions from the code of federal regulations; 44 CFR Part 13.36(i)

I) AMENDMENT OF AGREEMENT

This agreement shall be amended or supplemented only in writing and executed by both parties hereto.

J) HOLD HARMLESS

The Engineer agrees that it shall defend, indemnify and hold harmless the City of Duluth and its officers, agents, servants and employees from any and all claims including claims for contribution or indemnity, demands, suits, judgments, costs and expenses asserted by any person or persons including agents or employees of the City of Duluth or the Engineer by reason of death or injury to person or persons or the loss or damage to property arising out of, or by reason of, any act, omission, operation or work of the Engineer or its employees while engaged in the execution or performance of services under this Agreement except to the extent that such indemnification is specifically prohibited by Minnesota Statutes Chapter 337 or Section 604.21. Engineer shall not be required to indemnify City for claims of liability arising out of the sole negligent or intentional acts or omission of the City but shall be specifically required to and agrees to defend and indemnify City in all cases where claims of liability against the City arise out of acts or omissions which are passive or derivative of the negligent or intentional acts or omissions of Engineer, such as, but including but not limited to, the failure of the City to supervise, the failure to warn, the failure to prevent such acts or omission by Engineer and any other such source of liability. On ten days written notice from the City of Duluth, the Engineer shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages.

SECTION VI. PAYMENT

A) BASIS OF BILLING

City shall pay the Engineer for all services rendered under Section II Phases A through I an amount based on:

X 1. Hourly rates, not to exceed **\$ 25,900.00**

2. Lump sum

For the purposes of this agreement, the principals and employees of the Engineer and their hourly rates are set forth in Exhibit A hereto.

B) REIMBURSABLE EXPENSES

In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Engineer the actual costs of all reimbursable expenses incurred in connection with all basic and additional services. Reimbursable expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used or (57.5 cents) per mile if Engineer's vehicle is used, for travel outside City of Duluth, required hotel and meal expenses as per City policy, toll telephone calls, reproduction of reports, drawings, specifications and similar Project-related items in addition to those required under Section II.

C) 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. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit A. 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 VI shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Engineer under this agreement for that phase or additional service 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 V.E., 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 Section VI.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 and unpaid reimbursable expenses, plus all termination expenses. Termination expenses mean additional reimbursable 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, B and C of this section and the maximum payment amount described in paragraph E of this section. The above applies only if termination is for reasons other than the fault of the Engineer.

D) STANDARD PAYMENT

The Engineer shall complete all services described in Section II.A through G including all attachments to Section II for an amount including direct expenses not to exceed the amount shown hereunder:

<u>Section II</u>	<u>Description</u>	<u>Maximum Compensation</u>
A.	Study and Report Phase	\$ 2,652.00
B.	Preliminary Survey Phase	\$ 5,258.00
C.	Preliminary Design Phase	\$ 7,734.00
D.	Final Design Phase	\$ 9,405.00
E.	Bidding Phase	\$ 301.00
F.	Construction Survey and Layout Phase	\$ 0.00
G.	Construction Inspection Phase	\$ 0.00
H.	Additional Services	\$ 0.00

I.	Reimbursable Expenses	\$ 550.00
	TOTAL	\$ 25,900.00

The maximum compensation for all phases A through I shall not exceed:

Twenty five thousand nine hundred Dollars and 00/100th.

E) PAYMENT FOR ADDITIONAL SERVICES

City shall pay the Engineer for all additional services rendered under Section II.H an amount based on hourly rates shown in Section VI.A for services rendered by principals and employees assigned to the Project. For the purposes of this agreement, the principals and employees of the Engineer and their hourly rates are set forth in Exhibit A hereto. The maximum payment described in Section VI.E shall not apply to additional services.

The Engineer and City agree that the full extent of additional services may be unknown. Those additional services which have been identified are described in Section II.H, and that payment for those additional services is estimated to be **\$(0.00)**.

This agreement is made between the City and the Engineer entered into on the last date below written. In witness, the parties have executed this agreement.

F) TOTAL NOT TO EXCEED:

All payments under this Contract are not to exceed **\$(25,900.00)** Payable under DEDA Capital Projects Fund No. (865).

SECTION VII. SPECIAL PROVISIONS

The following exhibits are attached to and made part of this agreement:

- 1) Exhibit A, Engineer's Proposal AND Engineer's Hourly Rates

In the event of a conflict between the agreement and any Exhibit, the terms of the Agreement will be controlling.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day and year first above written.

Countersigned:

[Signature]
City Auditor
Approved this 25th day of Sept, 2015

[Signature]
Assistant City Attorney
Approved this _____ day of _____, _____

CITY OF DULUTH-Client

By:
Mayor [Signature]

Attest:
City Clerk [Signature]
Date Attested: 9/22/15

Engineer
TKDA
[Signature]
Company Representative

Its: Dennis M. Postler, PE
Vice President, Municipal Services
Title of Representative

Date: September 17, 2015

EXHIBIT A: ENGINEER'S PROPOSAL



4560 Norway Pines Place
Duluth, MN 55811
218.727.8796
tkda.com

July 29, 2015

Deliver to City of Duluth Purchasing Agent

Mr. Eric Shaffer, PE
Chief Engineer for Utilities
City of Duluth
411 West 1st Street, Room 211
Duluth, Minnesota 55802

Re: Proposal for Engineering Services
RFP No. 2015-0511 - Street and Utility Improvement Project
59th Avenue West from Waseca Street South and Fremont Street

Dear Mr. Schaffer:

In response to your Request for Proposals received on July 24, 2015, we are pleased to submit this Proposal to provide Engineering Services for the design of the Street and Utility Improvement Project located on 59th Avenue West from Waseca Street South and Fremont Street (RFP 2015-0511) hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to a mutually agreeable City Agreement consistent with previous agreements between TKDA and the City of Duluth.

I. EXECUTIVE SUMMARY/PROJECT DESCRIPTION

The City proposes to reconstruct approximately 900 lineal feet of 59th Avenue West and 350 feet of Fremont Street, located at the intersection with Waseca Street and south. The street reconstruction assumes a 32-foot width with grading, edge drains, curb and gutter, sidewalks, and pavement. Since Fremont Street is a dead end, a cul-de-sac will need to be designed to provide a turn-around point for trucks. A cost/benefit analysis is to be prepared to substantiate the use of bituminous pavement or concrete pavement in the road section. The area currently serves several industrial type customers with the possibility of several additional lots being developed.

Approximately 1,900 total feet of water main replacement is expected, with pipe bursting of existing 6-inch CIP water mains to accept an 8-inch HDPE water main being the construction method preferred by the City. Replacement of existing sanitary sewer laterals from the right-of-way to trunk sewer will also to be included in the Project. We understand that there may be additional laterals for future build-outs which become part of the Project.

The City intends to televise the trunk sewer to verify existing condition and then line the trunk sewer as part of a future project. The water main replacement will begin to the north of the street reconstruction portion of the Project and a casing will need to be bored under the existing railroad tracks. We anticipate having to work with the railroad to obtain a permit to place the casing.

Mr. Eric Shaffer, PE
City of Duluth
Proposal for Engineering Services
RFP No. 2015-0511 - Street and Utility Improvement Project
59th Avenue West from Waseca Street South and Fremont Street
July 29, 2015
Page 2

Storm sewers will be constructed as a part of the Project. A construction plan for storm sewers on a portion of 59th Avenue was developed for a private project, but will be constructed in conjunction with this Project. Additional storm sewer laterals will be designed as a part of this Project, and a storm sewer sediment/treatment tank used by the City on past projects, will be incorporated into this Project.

TKDA will subcontract with a geotechnical engineering firm to obtain six standard penetration borings, testing, and summary report. For this Project, TKDA proposed to utilize Twin Ports Testing, Inc. (TPT) to provide the required geotechnical services.

II. KEY PERSONNEL/QUALIFICATIONS

TKDA has the knowledge and experience to provide a quality Project at a reasonable cost. Our approach to serving the City on this Project is to provide design services from our Hermantown, Minnesota, office with our team of experienced professionals as follows:

1. **Jeff Goetzman, PE** will serve as the Project Manager, overseeing the design of the street and utility improvements and providing overall coordination for the TKDA Project Team and City staff. Jeff has over 22 years of experience in both the public and private sectors. He is very familiar with the design requirements of the City of Duluth, having worked as the St. Louis County Bridge Engineer for several years.
2. **Jon Loye, PE** has 10 years of experience providing design, construction inspection, and contract management for civil and municipal projects. He has considerable experience in hydrology and hydraulics computations, as well as utility design work, and will be the Lead Engineer on the Project.
3. **Nick Maki, EIT** has experience in both design and construction of local and State Aid type projects. Nick will perform CAD work, tabulate quantities, and develop the construction details and plans for the Project.
4. **Jon Kamp, LSIT** has over 30 years of experience in survey and design of municipal type projects. He will play a key role in developing plans for the Project.

III. PROJECT WORK PLAN/SERVICES TO BE PROVIDED

A. INITIAL SITE VISIT/CONSULTATION WITH CITY

The TKDA Project Team will kick off the Project immediately following notice to proceed by meeting with key City staff to review existing information, Project scope, time lines, design criteria, and gather needed data from City files. We will provide documentation of the meeting and determine what outstanding data needs to be addressed. This initial meeting will form the basis for our field survey investigation, utility coordination meetings, and data requests. *Deliverables for this phase include the notes from our initial meeting.*



B. RECONNAISSANCE, FIELD SURVEYS, AND GEOTECHNICAL EXPLORATION

Following a review of existing information, our survey crew will perform a utility locate and then obtain field topographic information for the Project area. Crews will spend time in the field investigating existing manholes and vaults, measuring invert elevations and pipe diameters, and taking photos of interior conditions. We will survey within existing rights-of-way so that the City can obtain any additional easements required for infrastructure or the potential cul-de-sac on Fremont Street.

In addition, Twin Ports Testing (as a subconsultant to TKDA) will obtain six soil borings for the site at locations determined and marked by TKDA in the field. The soil data and geotechnical report will be used to substantiate the design of the road core. *Deliverables from this phase of the work include the geotechnical report.*

C. PRELIMINARY DESIGN, RECOMMENDATIONS, AND COSTS

Once we have obtained field survey information, our staff will develop a conceptual layout of the Project showing preliminary design features as well as rights-of-way, utilities, and potential points of conflict. Our team will utilize this preliminary design information to create a budgetary cost estimate for the City. As requested by the City, we will perform a cost/benefit analysis of the use of bituminous pavement (and thicker granular section) vs concrete pavement (potentially less granular) for the desired road strength. TKDA staff will assemble the results of both of these analyses and submit them to the City for review. We will meet with City staff to discuss any review comments and to determine a direction for final design of the Project. We anticipate that the discussion outcome will be a decision as to the type of material to be used for road surfacing and confirmation of other road and utility design elements (i.e., widths, right-of-way needs, utility connection points, etc.). *Our preliminary design plan sheets and cost/benefit analysis will be deliverables for this phase of the Project.*

D. PUBLIC PARTICIPATION

We anticipate that the preliminary plans produced for review and comment by City will require some editing following the review process and then be suitable for presentation at a public informational meeting. We have included work effort to prepare for and attend one public informational meeting. Our staff will work with City staff to present and discuss Project elements and impacts on adjacent property. We can incorporate information received at this meeting into the plan.

E. FINAL PLANS, SPECIAL PROVISIONS, AND OPINION OF PROBABLE COSTS

TKDA will take any review comments from City staff and affected property owners on the preliminary design, and include those in the final plans for the Project. This phase includes developing final construction drawings and specifications for street grading, street surfacing, edge drains, curb and gutter, storm sewers, sanitary sewer laterals, water main replacement, seeding/turf establishment, and erosion control during construction.





Mr. Eric Shaffer, PE
City of Duluth
Proposal for Engineering Services
RFP No. 2015-0511 - Street and Utility Improvement Project
59th Avenue West from Waseca Street South and Fremont Street
July 29, 2015
Page 4

Design will conform to the current version of the City of Duluth Guidelines for Engineering Requirements and the City Standard Specifications. We will perform a detailed quantity take off and an opinion of probable costs for the final construction plan and submit to City staff for review. *Final construction plans, special provisions (Word format) and opinion of probable costs (Excel format) are deliverables from this phase.*

IV. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your acceptance of this Proposal and to complete services in accordance with the following schedule:

Notice to Proceed	August 11, 2015
Kick-off Meeting/Scoping Meeting with City	August 12, 2015
Locates/Topo Survey and Structure Inventory	August 17-21, 2015
Geotechnical Exploration and Report	August 24-September 4, 2015
Prepare Preliminary Design/Submit to City with Cost/Benefit Analysis for Pavement Selection	September 4, 2015
Meet with City Review Preliminary Design and Cost/Benefit Analysis	September 8-11, 2015
Receive City Comments and Begin Final Plans	September 14, 2015
Establish Date/Hold One Public Information Meeting	September 21-25, 2015
Develop Final Plans/Specifications/Opinion of Probable Costs	September 14-October 9, 2015
Submit Final Certified Plans, Specifications, and Opinion of Probable Costs	October 12, 2015
Receive City Comments, Revise	October 13-23, 2015
City Advertises Project for Bids	October 29, 2015
Bids Opened	November 19, 2015
City Council Awards Project	December 7, 2015
Construction	Summer 2016

V. ADDITIONAL SERVICES

If authorized in writing by the City, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

- A. Environmental screening of soil samples obtained from borings. Twin Ports Testing has provided a quote of \$570.00 to perform field environmental screening and analysis of two samples for DRO, GRO, and VTEX if needed.
- B. Construction inspection/contract administration.

Mr. Eric Shaffer, PE
City of Duluth
Proposal for Engineering Services
RFP No. 2015-0511 - Street and Utility Improvement Project
59th Avenue West from Waseca Street South and Fremont Street
July 29, 2015
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VI. CITY'S RESPONSIBILITIES

These responsibilities include, but are not limited to, the following:

- A. Designate one individual to act as a representative with respect to the work to be performed. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.
- B. Provide existing and available aerial maps, flood insurance maps, hydraulic investigations and reviews, utility and roadway plans, and electronic CAD files of record plans for existing utilities and roadways, including rights-of-way.
- C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.
- D. Prepare the bid documents and let the Project.
- E. We have assumed a cost of \$500 for a Railroad permit per the City's RFP. We expect that the City would pay for any additional permit costs for MPCA or MDH permits.
- F. Right of Way acquisition.

VII. COMPENSATION

Compensation to TKDA for services provided as described herein shall be on an Hourly Time and Materials in an amount not to exceed \$25,900. This includes subconsultant services for Geotechnical Engineering in the amount of \$2,652 and TKDA fees of \$23,248. Our detailed Project Fee Estimate and Hourly Rate Schedule are attached.

VIII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachment forms the basis for a contract between us. This Proposal will be open for acceptance for 60 days, unless the provisions herein are changed by us in writing prior to that time.

Sincerely,



Jeffrey S. Goetzman, PE
Project Manager



Dennis M. Postler, PE
Vice President, Municipal Services

JSG:DMP:adh

ATTACHMENTS: SCHEDULE 2850-M85
PROJECT FEE ESTIMATE



2015 SCHEDULE OF HOURLY BILLING RATES

<u>Municipal Services Division Employee Classification †</u>	<u>Range of Hourly Billing Rates*</u>		
Senior Registered Engineer	\$ 123.00	to	\$ 180.00
Registered Engineer or Professional Land Surveyor	\$ 75.00	to	\$ 134.00
Graduate Engineer or Land Surveyor	\$ 57.00	to	\$ 91.00
Senior Planner	\$ 105.00	to	\$ 126.00
Planner	\$ 54.00	to	\$ 90.00
Engineering Specialist II	\$ 103.00	to	\$ 117.00
Engineering Specialist I	\$ 68.00	to	\$ 105.00
Technician III	\$ 77.00	to	\$ 103.00 **
Technician II	\$ 48.00	to	\$ 79.00 **
Technician I	\$ 31.00	to	\$ 59.00 **

† Hourly billing rates for staff outside the Municipal Services Division will be billed at a 2.85 multiplier.

In addition to the hourly charges, TKDA shall be reimbursed at cost for the following direct expenses when incurred in the performance of the work:

1. Vehicle mileage at current IRS standard rate per mile.
2. Outside professional and technical services with costs defined as the amount billed TKDA plus 10%.
3. Outside reproduction and reprographic costs.

* Rates effective until December 31, 2015.

** For hours worked over 40 hours per week individuals are paid one and one-half times the above rates.





Project Fee Estimate

Client:		City of Duluth						Date:		7/29/2015	
Project:		59th Avenue Street & Utility Improvement Project						Prepared By:		JSG	
Task	Task Description	Estimated Person Hours Required						Total Hours	Total Dollars		
		Sr Reg Eng	Reg Eng	Surveyor	Grad Eng	Tech III	Tech I			Tech II	
A	Initial Site Visit & Consultation										
	Meet with City to review scope, design elements	2	2						4	\$ 442	
	Documentation for City/TKDA kick off meetings		2						2	\$ 154	
	Review information/obtain additional as needed		4						4	\$ 308	
B	Reconnaissance, Field Survey, & Geotechnical										
	Perform Topographical Survey			2	16	4	16		38	\$ 2,204	
	Verify & Apply for Project Permits		2		8	2			12	\$ 808	
	Obtain Soil Borings (Min of 6 by Sub)		2						2	\$ 154	
	Inventory Existing Manholes & Vaults		4		8		8		20	\$ 1,188	
C	Preliminary Design, Recommendations & Costs										
	Review Record Drawings, Inspection Reports	1	4		8				13	\$ 964	
	Prepare Initial Recommendations		6		4				10	\$ 718	
	Preliminary Design & Layout for Review	2	4		16	32			54	\$ 3,892	
	Cost/Benefit Analysis on Road Section	1	2		4				7	\$ 554	
	Meet with City Staff to Review Pre-Design Elements	2	2						4	\$ 442	
D	Public Participation										
	One Public Meeting (Utilize Prelim Design)	2	4			8			14	\$ 1,164	
E	Final Plans, Special Provisions, & Probable Cost										
	Prepare Final Construction Drawings	1	8		30	80			119	\$ 8,360	
	Prepare Special Provisions for City's Use	1	4		8			2	15	\$ 1,044	
F	Bidding Assistance										
	Answer Technical Questions During Bidding	1	2						3	\$ 298	
Total Person Hours		13	52	2	102	126	24	2	321		
Billing Rate/Hr x Multiplier		\$ 144	\$ 77	\$ 80	\$ 64	\$ 71	\$ 46	\$ 40			
Total Billable for Charged Time		\$ 1,872	\$ 4,004	\$ 160	\$ 6,528	\$ 8,946	\$ 1,104	\$ 80		\$ 22,694	
Expenses:											
Mileage									\$	25	
Railroad Permit									\$	500	
Reproduction & Reprographics (RR)									\$	25	
Outside Services (OS):											
Subconsultant Fees											
Twin Ports Testing - Geotechnical Report and Six Borings									\$	2,652	
Total Project Fees									\$	25,896	
ROUNDED TO									\$	25,900	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International, formerly BW Insurance Agency 245 E Roselawn Ave St. Paul MN 55117-1940	CONTACT NAME: Carol Tveit PHONE (A/C, No, Ext): (651) 488-0789 FAX (A/C, No): (651) 488-0989 E-MAIL ADDRESS: carol.tveit@hubinternational.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Charter Oak Fire Ins Co</td> <td></td> <td>25615</td> </tr> <tr> <td>INSURER B: Standard Fire Ins Co</td> <td></td> <td>19070</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Charter Oak Fire Ins Co		25615	INSURER B: Standard Fire Ins Co		19070	INSURER C: Continental Casualty Company			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Toltz King Duvall Anderson & Associates Inc dba TKDA and Cedar Street Architecture at TKDA Inc dba CSA 444 Cedar St, Suite 1500 St Paul MN 55101-2140																					

COVERAGES CERTIFICATE NUMBER: 2015 GL/A/WC/P REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	P6307328N852COF15	8/28/2015	8/28/2016	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COM/POP AGG \$ 1,500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	P8107328N852COF15	8/28/2015	8/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PCUB7328N85215	8/28/2015	8/28/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability incl Pollution - Claims Made			AEH008212804 8/28/61 Retro Date	8/28/2015	8/28/2016	Each Claim \$1,500,000 Annual Aggregate \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All work performed for the City of Duluth. City of Duluth refer to attached endorsements for additional insured status.

Approved as to Form

Carol Tveit
 AUTHORIZED REPRESENTATIVE

CERTIFICATE HOLDER

CANCELLATION

City of Duluth
 Purchasing Division
 Attn: Ashley Lent
 411 West 1st Street; #100
 Duluth, MN 55802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Craig McNulty/STPCT

Craig McNulty

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ACORD 25 (2014/01)

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INS025 (201401)

22637

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30
NONRENEWAL: Number of Days Notice of Nonrenewal: 30

PERSON OR ORGANIZATION:

"ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US."

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED * B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

* **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice of Cancellation:	30
NONRENEWAL:	Number of Days Notice of Nonrenewal:	30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: (PCUB-7328N85-2-13)

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

- 1. Name: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1) YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME & ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE 1ST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY, AND 2) WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

Address: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

- 2. Number of Days Written Notice: 30 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured Insurance Company Policy No. Endorsement No. Premium \$ Countersigned by _____

INSURED: Toltz, King, Duvall, Anderson & Associates, Inc.
Policy AEH-00-821-28-04 Effective 08/28/12 Endorsement Number 14

**POLICYHOLDER NOTICE
NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS**

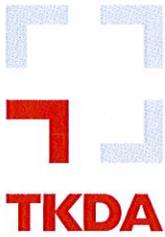
- * In the event this Policy is cancelled prior to its expiration date, for any reason other than non payment of premium, we shall provide to the broker of record, a blank schedule to be completed by **you** or such broker, with the names and email addresses of any and all certificate holders to whom **you** request we provide notification of such cancellation ("notification"). Such schedule must be completed and returned to us within 5 business days of the broker's receipt. Upon our receipt of the completed schedule, we shall endeavor to provide notification to those entities set out in such schedule. If the schedule is not returned to us within 5 business days we will not provide notification. We will assume that the schedule provided to us by **you** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. We will keep no other record of any certificate holders in our file.
- * There will be no schedule provided and, consequently, no notification provided, if such cancellation is for non payment of premium.
- * Any notification by us to any party that is not the first **Named Insured** on the Policy is intended as a courtesy only. Our failure to provide such notification will not extend the Policy cancellation date, or negate cancellation of the Policy or be cause for legal action against us.


Countersigned by Authorized Representative

GSL30860XX(3-11)
(Ed. 03/11)

BROKER

22637



4560 Norway Pines Place
Duluth, MN 55811
218.727.8796
tkda.com

July 29, 2015

Deliver to City of Duluth Purchasing Agent

Mr. Eric Shaffer, PE
Chief Engineer for Utilities
City of Duluth
411 West 1st Street, Room 211
Duluth, Minnesota 55802

Re: Proposal for Engineering Services
RFP No. 2015-0511 - Street and Utility Improvement Project
59th Avenue West from Waseca Street South and Fremont Street

Dear Mr. Schaffer:

In response to your Request for Proposals received on July 24, 2015, we are pleased to submit this Proposal to provide Engineering Services for the design of the Street and Utility Improvement Project located on 59th Avenue West from Waseca Street South and Fremont Street (RFP 2015-0511) hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to a mutually agreeable City Agreement consistent with previous agreements between TKDA and the City of Duluth.

I. EXECUTIVE SUMMARY/PROJECT DESCRIPTION

The City proposes to reconstruct approximately 900 lineal feet of 59th Avenue West and 350 feet of Fremont Street, located at the intersection with Waseca Street and south. The street reconstruction assumes a 32-foot width with grading, edge drains, curb and gutter, sidewalks, and pavement. Since Fremont Street is a dead end, a cul-de-sac will need to be designed to provide a turn-around point for trucks. A cost/benefit analysis is to be prepared to substantiate the use of bituminous pavement or concrete pavement in the road section. The area currently serves several industrial type customers with the possibility of several additional lots being developed.

Approximately 1,900 total feet of water main replacement is expected, with pipe bursting of existing 6-inch CIP water mains to accept an 8-inch HDPE water main being the construction method preferred by the City. Replacement of existing sanitary sewer laterals from the right-of-way to trunk sewer will also to be included in the Project. We understand that there may be additional laterals for future build-outs which become part of the Project.

The City intends to televise the trunk sewer to verify existing condition and then line the trunk sewer as part of a future project. The water main replacement will begin to the north of the street reconstruction portion of the Project and a casing will need to be bored under the existing railroad tracks. We anticipate having to work with the railroad to obtain a permit to place the casing.

Mr. Eric Shaffer, PE
City of Duluth
Proposal for Engineering Services
RFP No. 2015-0511 - Street and Utility Improvement Project
59th Avenue West from Waseca Street South and Fremont Street
July 29, 2015
Page 2

Storm sewers will be constructed as a part of the Project. A construction plan for storm sewers on a portion of 59th Avenue was developed for a private project, but will be constructed in conjunction with this Project. Additional storm sewer laterals will be designed as a part of this Project, and a storm sewer sediment/treatment tank used by the City on past projects, will be incorporated into this Project.

TKDA will subcontract with a geotechnical engineering firm to obtain six standard penetration borings, testing, and summary report. For this Project, TKDA proposed to utilize Twin Ports Testing, Inc. (TPT) to provide the required geotechnical services.

II. KEY PERSONNEL/QUALIFICATIONS

TKDA has the knowledge and experience to provide a quality Project at a reasonable cost. Our approach to serving the City on this Project is to provide design services from our Hermantown, Minnesota, office with our team of experienced professionals as follows:

1. **Jeff Goetzman, PE** will serve as the Project Manager, overseeing the design of the street and utility improvements and providing overall coordination for the TKDA Project Team and City staff. Jeff has over 22 years of experience in both the public and private sectors. He is very familiar with the design requirements of the City of Duluth, having worked as the St. Louis County Bridge Engineer for several years.
2. **Jon Loye, PE** has 10 years of experience providing design, construction inspection, and contract management for civil and municipal projects. He has considerable experience in hydrology and hydraulics computations, as well as utility design work, and will be the Lead Engineer on the Project.
3. **Nick Maki, EIT** has experience in both design and construction of local and State Aid type projects. Nick will perform CAD work, tabulate quantities, and develop the construction details and plans for the Project.
4. **Jon Kamp, LSIT** has over 30 years of experience in survey and design of municipal type projects. He will play a key role in developing plans for the Project.

III. PROJECT WORK PLAN/SERVICES TO BE PROVIDED

A. INITIAL SITE VISIT/CONSULTATION WITH CITY

The TKDA Project Team will kick off the Project immediately following notice to proceed by meeting with key City staff to review existing information, Project scope, time lines, design criteria, and gather needed data from City files. We will provide documentation of the meeting and determine what outstanding data needs to be addressed. This initial meeting will form the basis for our field survey investigation, utility coordination meetings, and data requests. *Deliverables for this phase include the notes from our initial meeting.*



Mr. Eric Shaffer, PE
City of Duluth
Proposal for Engineering Services
RFP No. 2015-0511 - Street and Utility Improvement Project
59th Avenue West from Waseca Street South and Fremont Street
July 29, 2015
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Design will conform to the current version of the City of Duluth Guidelines for Engineering Requirements and the City Standard Specifications. We will perform a detailed quantity take off and an opinion of probable costs for the final construction plan and submit to City staff for review. *Final construction plans, special provisions (Word format) and opinion of probable costs (Excel format) are deliverables from this phase.*

IV. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your acceptance of this Proposal and to complete services in accordance with the following schedule:

Notice to Proceed	August 11, 2015
Kick-off Meeting/Scoping Meeting with City	August 12, 2015
Locates/Topo Survey and Structure Inventory	August 17-21, 2015
Geotechnical Exploration and Report	August 24-September 4, 2015
Prepare Preliminary Design/Submit to City with Cost/Benefit Analysis for Pavement Selection	September 4, 2015
Meet with City Review Preliminary Design and Cost/Benefit Analysis	September 8-11, 2015
Receive City Comments and Begin Final Plans	September 14, 2015
Establish Date/Hold One Public Information Meeting	September 21-25, 2015
Develop Final Plans/Specifications/Opinion of Probable Costs	September 14-October 9, 2015
Submit Final Certified Plans, Specifications, and Opinion of Probable Costs	October 12, 2015
Receive City Comments, Revise	October 13-23, 2015
City Advertises Project for Bids	October 29, 2015
Bids Opened	November 19, 2015
City Council Awards Project	December 7, 2015
Construction	Summer 2016

V. ADDITIONAL SERVICES

If authorized in writing by the City, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

- A. Environmental screening of soil samples obtained from borings. Twin Ports Testing has provided a quote of \$570.00 to perform field environmental screening and analysis of two samples for DRO, GRO, and VTEX if needed.
- B. Construction inspection/contract administration.



Mr. Eric Shaffer, PE
City of Duluth
Proposal for Engineering Services
RFP No. 2015-0511 - Street and Utility Improvement Project
59th Avenue West from Waseca Street South and Fremont Street
July 29, 2015
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VI. CITY'S RESPONSIBILITIES

These responsibilities include, but are not limited to, the following:

- A. Designate one individual to act as a representative with respect to the work to be performed. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.
- B. Provide existing and available aerial maps, flood insurance maps, hydraulic investigations and reviews, utility and roadway plans, and electronic CAD files of record plans for existing utilities and roadways, including rights-of-way.
- C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.
- D. Prepare the bid documents and let the Project.
- E. We have assumed a cost of \$500 for a Railroad permit per the City's RFP. We expect that the City would pay for any additional permit costs for MPCA or MDH permits.
- F. Right of Way acquisition.

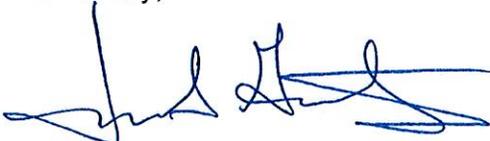
VII. COMPENSATION

Compensation to TKDA for services provided as described herein shall be on an Hourly Time and Materials in an amount not to exceed \$25,900. This includes subconsultant services for Geotechnical Engineering in the amount of \$2,652 and TKDA fees of \$23,248. Our detailed Project Fee Estimate and Hourly Rate Schedule are attached.

VIII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachment forms the basis for a contract between us. This Proposal will be open for acceptance for 60 days, unless the provisions herein are changed by us in writing prior to that time.

Sincerely,



Jeffrey S. Goetzman, PE
Project Manager



Dennis M. Postler, PE
Vice President, Municipal Services

JSG:DMP:adh

ATTACHMENTS: SCHEDULE 2850-M85
PROJECT FEE ESTIMATE

22637





2015 SCHEDULE OF HOURLY BILLING RATES

<u>Municipal Services Division Employee Classification †</u>	<u>Range of Hourly Billing Rates*</u>		
Senior Registered Engineer	\$ 123.00	to	\$ 180.00
Registered Engineer or Professional Land Surveyor	\$ 75.00	to	\$ 134.00
Graduate Engineer or Land Surveyor	\$ 57.00	to	\$ 91.00
Senior Planner	\$ 105.00	to	\$ 126.00
Planner	\$ 54.00	to	\$ 90.00
Engineering Specialist II	\$ 103.00	to	\$ 117.00
Engineering Specialist I	\$ 68.00	to	\$ 105.00
Technician III	\$ 77.00	to	\$ 103.00 **
Technician II	\$ 48.00	to	\$ 79.00 **
Technician I	\$ 31.00	to	\$ 59.00 **

† Hourly billing rates for staff outside the Municipal Services Division will be billed at a 2.85 multiplier.

In addition to the hourly charges, TKDA shall be reimbursed at cost for the following direct expenses when incurred in the performance of the work:

1. Vehicle mileage at current IRS standard rate per mile.
2. Outside professional and technical services with costs defined as the amount billed TKDA plus 10%.
3. Outside reproduction and reprographic costs.

* Rates effective until December 31, 2015.

** For hours worked over 40 hours per week individuals are paid one and one-half times the above rates.



Project Fee Estimate

Client:	City of Duluth							Date:	7/29/2015	
Project:	59th Avenue Street & Utility Improvement Project							Prepared By:	JSG	
Task	Task Description	Estimated Person Hours Required						Total Hours	Total Dollars	
		Sr Reg Eng	Reg Eng	Surveyor	Grad Eng	Tech III	Tech I			Tech II
A	Initial Site Visit & Consultation									
	Meet with City to review scope, design elements	2	2					4	\$ 442	
	Documentation for City/TKDA kick off meetings		2					2	\$ 154	
	Review information/obtain additional as needed		4					4	\$ 308	
B	Reconnaissance, Field Survey, & Geotechnical									
	Perform Topographical Survey			2	16	4	16	38	\$ 2,204	
	Verify & Apply for Project Permits		2		8	2		12	\$ 808	
	Obtain Soil Borings (Min of 6 by Sub)		2					2	\$ 154	
	Inventory Existing Manholes & Vaults		4		8		8	20	\$ 1,188	
C	Preliminary Design, Recommendations & Costs									
	Review Record Drawings, Inspection Reports	1	4		8			13	\$ 964	
	Prepare Initial Recommendations		6		4			10	\$ 718	
	Preliminary Design & Layout for Review	2	4		16	32		54	\$ 3,892	
	Cost/Benefit Analysis on Road Section	1	2		4			7	\$ 554	
	Meet with City Staff to Review Pre-Design Elements	2	2					4	\$ 442	
D	Public Participation									
	One Public Meeting (Utilize Prelim Design)	2	4			8		14	\$ 1,164	
E	Final Plans, Special Provisions, & Probable Cost									
	Prepare Final Construction Drawings	1	8		30	80		119	\$ 8,360	
	Prepare Special Provisions for City's Use	1	4		8		2	15	\$ 1,044	
F	Bidding Assistance									
	Answer Technical Questions During Bidding	1	2					3	\$ 298	
Total Person Hours		13	52	2	102	126	24	2	321	
Billing Rate/Hr x Multiplier		\$ 144	\$ 77	\$ 80	\$ 64	\$ 71	\$ 46	\$ 40		
Total Billable for Charged Time		\$ 1,872	\$ 4,004	\$ 160	\$ 6,528	\$ 8,946	\$ 1,104	\$ 80	\$ 22,694	
Expenses:										
Mileage									\$ 25	
Railroad Permit									\$ 500	
Reproduction & Reprographics (RR)									\$ 25	
Outside Services (OS):										
Subconsultant Fees Twin Ports Testing - Geotechnical Report and Six Borings									\$ 2,652	
Total Project Fees									\$ 25,896	
ROUNDED TO									\$ 25,900	

22637

