## CITY OF DULUTH/ZEITGEIST CENTER FOR ARTS AND COMMUNITY 2025 6<sup>TH</sup> AVENUE EAST RECONDITIONING PROJECT AGREEMENT

THIS AGREEMENT is between the CITY OF DULUTH ("City"), a Minnesota municipal corporation and ZEITGEIST CENTER FOR ARTS AND COMMUNITY ("Zeitgeist"), a Minnesota nonprofit corporation, and is effective upon the date the Agreement is attested to by the City Clerk.

WHEREAS, the City retains a public street easement for the right-of-way of 6<sup>th</sup> Avenue East; and

WHEREAS, the City intends to recondition the road surface of 6<sup>th</sup> Avenue East; and

WHEREAS, Zeitgeist obtained a grant from the U.S. Department of Housing and Urban Development ("HUD") to make pedestrian improvements to the 6<sup>th</sup> Avenue East right-of-way and desires to construct a pedestrian refuge island and median along a portion of the road; and

WHEREAS, it is efficient for the City and Zeitgeist to work together to design, construct, and fund the desired activities as a single project;

NOW THEREFORE, the parties agree:

### 1. Project Area and Activities.

- a. <u>Project Area.</u> The Project Area is 6<sup>th</sup> Avenue East from East 5<sup>th</sup> Street to East 9<sup>th</sup> Street.
- b. The Project. The Project includes the following activities within the Project Area.
  - i. <u>The City Project.</u> The City Project is reconditioning 6<sup>th</sup> Avenue East from East 2<sup>nd</sup> Street to East 9<sup>th</sup> Street and Central Entrance from East 9<sup>th</sup> Street to Mesaba Avenue, sidewalk replacements throughout the project limits, and spot intersection improvements.
  - ii. <u>The City/Zeitgeist Joint Project.</u> The City/Zeitgeist Joint Project is the construction of a pedestrian refuge island and median in the center of the road between East 5<sup>th</sup> Street and East 9<sup>th</sup> Street with access for turning vehicles at East 7<sup>th</sup> Street which shall be completed on or before December 31, 2025.
  - iii. Excavation. The Project includes all necessary excavation of the subsurface in the Project Area. Excavation shall be done in a manner that protects existing City and private utilities and infrastructure including, gas, storm, and sanitary infrastructure, the existing electrical distribution lines, and the new storm utilities. Backfilling and compacting of the excavation shall be done in conformance with standard City specifications, and shall be accomplished in a manner as to facilitate the installation of the median island.

#### 2. Plans.

- a. <u>Initial Plans.</u> The City has prepared plans and specifications for the City Project and City/Zeitgeist Joint Project (collectively, the "Project") including bid documents for the construction of the Project as a unitary project by a single contractor (the "Initial Plans"), and are on file in the Office of the Duluth City Engineer bearing City Job No. 2195 and dated April 7, 2025. The City and Zeitgeist stipulate each has reviewed the Initial Plans and have accepted and approved the same for bidding and construction of the Project. The Initial Plans shall require that construction of the Project be completed no later than October 15, 2025.
- b. <u>Changes to Initial Plans.</u> If the City determines a need to modify the Initial Plans including change-orders and field modifications, the City may do so unilaterally so long as the modified plans continue to provide a pedestrian refuge island and median in the center of the road, the City/Zeitgeist Joint Project. The Modified Plans shall thereafter be deemed to be the "Plans" for the purposes of this Agreement.
  - i. <u>Allocation of Costs for Modifications</u>. Zeitgeist shall not be required to pay any of the costs associated with such modification without the subsequent approval of their designated representative.
- 3. <u>Basis for Cost Allocation.</u> The Bid Tabulation attached as Exhibit A shall be the basis for the allocation of the costs of the Project to the City Project and to the City/Zeitgeist Joint Project. Zeitgeist will be allocated an amount not to exceed \$78,300 of the work associated with the City/Zeitgeist Joint Project. No payment shall be made by Zeitgeist for work that is ineligible for reimbursement by HUD.
- 4. <u>Bidding and Award of Project Contract.</u> The City shall request bids for construction of the Project in accordance with the Initial Plans and shall award the contract for the construction of the Project to the lowest responsible bidder, all in conformance with City of Duluth competitive bidding procedures and the requirements of Article IV of Chapter 2 of the Duluth City Code, 1959, as amended. Bid documents for the Project shall require bidders to provide bids for all quantities and elements of the work such that City and Zeitgeist can determine the relative costs associated with the City Project and the City/Zeitgeist Joint Project. The City is authorized to proceed to bid the construction of the Project and proceed with the construction in accordance with the Initial Plans and with the terms and conditions of this Agreement. With respect to all construction contracts for the City/Zeitgeist Joint Project, the City shall incorporate the City of Duluth Part II Supplementary General Conditions for federally and/or city assisted activities, specifically including Davis Bacon Act and Build America Buy America Act conditions.

#### 5. Control of Work.

a. <u>Design.</u> Management, supervision, and acceptance of the design and of contractor's performance and work under the contract contemplated in Paragraph 4 are solely within the discretion of the City.

- b. <u>Inspection.</u> The City shall provide construction inspection services for the City Project and the City/Zeitgeist Joint Project.
- c. <u>Construction</u>. The City shall control construction of the Project and shall be responsible for the administration of construction. Zeitgeist may observe the construction of the City/Zeitgeist Joint Project and shall have access to the City/Zeitgeist Joint Project site needed therefore. Zeitgeist may bring to the attention of the City any deviations from the Plans that it may observe or otherwise determine to exist. If Zeitgeist brings a deviation to the City's attention, the City shall use best efforts to investigate any allegations to determine validity and, in the event of any such deviation, shall use best efforts to cause the deviation to be corrected.

#### 6. Zeitgeist Payment to City.

- a. <u>Apportionment of Contractor Request for Payment.</u> Upon receipt of a request for payment from the contractor for work performed on the City/Zeitgeist Joint Project, the City shall provide a copy of such request to the Zeitgeist Representative for review as to work performed on the City/Zeitgeist Joint Project. City agrees to furnish, or cause its contractor to furnish, to Zeitgeist all information as is required by HUD which relate directly or indirectly to the City/Zeitgeist Joint Project
- b. <u>Dispute Process.</u> If Zeitgeist disputes any portion of the payment request as it relates to the Zeitgeist Project, Zeitgeist shall notify the City in writing within five (5) business days of transmission of the request. The notice shall specify the disputed amount and include a statement of basis for the disputed amount. Upon receipt by the City of such notice of disputed amount, the City and Zeitgeist shall promptly meet and negotiate in good faith to resolve the dispute.
- c. <u>Invoice</u>. If the City does not receive a notice of dispute from the Zeitgeist Representative or if the dispute is resolved, the City may issue an invoice to Zeitgeist for the Zeitgeist amount contained in the request for payment.

#### 7. Zeitgeist Status as Independent Contractor.

- a. <u>Independent Contractor.</u> Zeitgeist is an independent contractor and, as such, its officers, agents, contractors, and employees are not partners, agents, representatives, or employees of the City.
- b. <u>Workers' Compensation Insurance Required.</u> Zeitgeist shall carry Workers' Compensation Insurance as required by state law throughout the duration of the Project.
- c. <u>City Not Responsible for Claims Against Zeitgeist.</u> Any claim under the Minnesota Workers' Compensation Act related to the Project on behalf of an Zeitgeist officer, agent, contractor, or employee shall in no way be the responsibility of the City. Any claim against Zeitgeist arising out of employment or alleged employment, including claims of discrimination against Zeitgeist, its officers, agents, contractors, or employees shall in no way be the responsibility of the City. Zeitgeist and its officers, agents, contractors, and employees shall not be entitled to any compensation or

- rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay from the City. Furthermore, the City shall not, in any way, be responsible to defend, indemnify, or save harmless Zeitgeist from liability or judgments arising out of the intentional or negligent acts or omissions of Zeitgeist while performing the work specified by this Agreement.
- d. Zeitgeist Not Responsible for Claims Against the City. Any officer, employee, or agent of the City shall not be considered an employee of Zeitgeist. Any claim under the Minnesota Workers' Compensation Act related to the Project on behalf of a City officer, employee, or agent shall in no way be the responsibility of Zeitgeist. Any claim against the City arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, its officers, agents, contractors or employees shall in no way be the responsibility of Zeitgeist. The City's officers, agents, contractors, and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from Zeitgeist. Furthermore, Zeitgeist shall not, in any way, be responsible to defend, indemnify or save harmless the City from liability or judgments arising out of the intentional or negligent acts or omissions of the City while performing the work specified by this Agreement.
- 8. <u>Contractor Insurance and Indemnity.</u> All contracts for design and construction of the Project shall include a requirement that the contractor agree to defend, indemnify, and insure the contracting party in the same manner and to the same extent that such contract requires the contractor to defend, indemnify, and insure the contracting party and that the minimum insurance requirements shall be those set forth in Exhibit A.
- 9. Cross Indemnity. The City and Zeitgeist shall indemnify each other for liability arising out of their own acts or omissions and those of those of their officers, agents, representatives, and employees, provided that nothing herein shall create any additional liability for either party not otherwise existing under law. Provided further, that each party's liability to the other party shall be governed and limited by the provisions of Minnesota Statutes Chapter 466 (even though these statutory limitations would not normally apply to Zeitgeist). For the avoidance of doubt, this indemnity does not apply to the acts or omissions of a party's third-party contractors for construction services, as contemplated by Paragraph 5. Each party agrees that any claims for indemnity, insurance, or warranty against such third-party contractors shall be against the applicable third-party contractor. Each party agrees to provide reasonable cooperation with the other party in the event of any such claim against a third-party contractor.
- 10. <u>Default and Remedies.</u> Failure to perform an obligation under this Agreement shall be considered a default. The City or Zeitgeist may give notice in writing to the other party of an alleged default. Such notice shall describe the circumstances of the alleged default and cite the applicable provision of this Agreement. After receiving a notice of alleged default, the receiving party shall immediately commence to cure the default or, if cure cannot

reasonably be commenced immediately, shall commence and complete such cure as soon as reasonably practical. If cure of an alleged default is not commenced and completed or if the alleged default is disputed, the party alleging a default may seek damages or injunctive relief to compel performance of the alleged default.

11. <u>Notices</u>. Notices required under this Agreement shall be deemed sufficient if deposited in the U.S. Mail, postage prepaid to the address set forth below, or if sent by e-mail to the e-mail address set forth below unless a party has previously sent written notice to the other party directing that notices shall be sent to a different address or email:

For the City: Director of Public Works and Utilities

City of Duluth

411 West First Street, Room 274

Duluth, MN 55802

JBenning@duluthmn.gov

For Zeitgeist: Executive Director

Zeitgeist Center for Arts and Community

222 East Superior Street

Duluth, MN 55802

Tony@ZeitgeistArts.com

12. <u>Applicable Law.</u> This Agreement is made in the State of Minnesota and shall be interpreted in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF DULUTH, a Minnesota municipal corporation	ZEITGEIST CENTER FOR ARTS AND COMMUNITY, a Minnesota corporation
Ву:	By:
Mayor Date:	lts: Date:
Attest:	
Ву:	
City Clerk	
Date:	
Countersigned:	
City Auditor	
Approved as to form:	

City Attorney

# Exhibit A Bid Tabulation

### RECEIVED BIDS CENTRAL ENTRANCE & N 6TH AVE E (MESABA AVE TO E 2ND ST) DULUTH, MINNESOTA

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	ROADWAY QUANTITY	RAISED CENTER MEDIAN	WATER UTILITY QUANTITY	ESTIMATED UNIT PRICE	RAISED CENTER MEDIAN EXTENSION	TER UTILITY XTENSION	E:	EXTENSION
1	2011.601	AS BUILT	LUMP SUM	1	1	-	-	\$ 1,100.00		\$ -	\$	1,100.00
2	2021.501	MOBILIZATION	LUMP SUM	1	0.7	-	0.3	\$ 361,378.02	\$ -	\$ 108,413.41	\$	361,378.02
3	2104.502	REMOVE CONCRETE STEPS	EACH	2	-	-	2	\$ 200.00	\$ -	\$ 400.00	\$	400.00
4	2104.502	REMOVE CASTING	EACH	2	2	-	-	\$ 200.00	\$ -	\$ -	\$	400.00
5	2104.502	REMOVE CATCH BASIN	EACH	3	3	-	-	\$ 730.00	\$ -	\$ -	\$	2,190.00
6	2104.502	REMOVE SIGN	EACH	28	28	-	-	\$ 54.00	\$ -	\$ -	\$	1,512.00
7	2104.502	REMOVE SIGN PANEL	EACH	1	1	-	-	\$ 54.00	\$ -	\$ -	\$	54.00
8	2104.502	SALVAGE SIGN	EACH	9	9	-	-	\$ 54.00	\$ -	\$ -	\$	486.00
9	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	5	5	-	-	\$ 80.00	\$ -	\$ -	\$	400.00
10	2104.503	SAWING CONCRETE PAVEMENT	LIN FT	254	254	-	-	\$ 4.00		\$ -	\$	1,016.00
11	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	5824	3211	2052	561	\$ 4.00	\$ 8,208.00	\$ 2,244.00	\$	23,296.00
12	2104.503	SAWING BITUMINOUS PAVEMENT	LIN FT	421	421	-	-	\$ 3.00	\$ -	\$ -	\$	1,263.00
13	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	326	207	-	119	\$ 3.00	\$ -	\$ 357.00	\$	978.00
14	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	76	76	-	-	\$ 43.00	\$ -	\$ -	\$	3,268.00
15	2104.503	REMOVE CURB & GUTTER	LIN FT	2951	2585	-	366	\$ 13.00	\$ -	\$ 4,758.00	\$	38,363.00
16	2104.503	REMOVE RETAINING WALL	LIN FT	48	48	-	-	\$ 20.00	\$ -	\$ -	\$	960.00
17	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	2989	1322	1143	524	\$ 21.00	\$ 24,003.00	\$ 11,004.00	\$	62,769.00
18	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	171	136	-	35	\$ 9.00	\$ -	\$ 315.00	\$	1,539.00
19	2104.518	REMOVE CONCRETE WALK	SQ FT	14393	13206	-	1187	\$ 6.00	\$ -	\$ 7,122.00	\$	86,358.00
20	2106.507	EXCAVATION - COMMON	CU YD	60	60	-	-	\$ 100.00	\$ -	\$ -	\$	6,000.00
21	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV)	CU YD	227	35	-	192	\$ 80.00	\$ -	\$ 15,360.00	\$	18,160.00
22	2106.507	COMMON EMBANKMENT (CV)	CU YD	355	-	355	-	\$ 75.00	\$ 26,625.00	\$ -	\$	26,625.00
23	2111.507	AGGREGATE BASE (CV) CLASS 5	CU YD	211	25	37	149	\$ 85.00	\$ 3,145.00	\$ 12,665.00	\$	17,935.00
24	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	20	20	-	-	\$ 200.00	\$ -	\$ -	\$	4,000.00
25	2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	1185	1185	-	-	\$ 30.00	\$ -	\$ -	\$	35,550.00
26	2232.504	MILL CONCRETE SURFACE	SQ YD	7392	7392	-	-	\$ 6.00	\$ -	\$ -	\$	44,352.00
27	2301.504	CONCRETE PAVEMENT 6"	SQ YD	350	350	-	-	\$ 90.00	\$ -	\$ -	\$	31,500.00
28	2301.504	CONCRETE PAVEMENT 8"	SQ YD	1021	537	21	463	\$ 95.00	\$ 1,995.00	\$ 43,985.00	\$	96,995.00
29	2301.502	DOWEL BAR	EACH	870	535	-	335	\$ 19.00	\$ -	\$ 6,365.00	\$	16,530.00
30	2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	EACH	470	150	-	320	\$ 32.00	\$ -	\$ 10,240.00	\$	15,040.00
31	2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	2271	1640	-	631	\$ 34.00	\$ -	\$ 21,454.00	\$	77,214.00
32	2356.504	BITUMINOUS SEAL COAT	SQ YD	29621	29621	-	-	\$ 2.00	\$ -	\$ -	\$	59,242.00
33	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GALLON	9480	9480	-	-	\$ 5.00	\$ -	\$ -	\$	47,400.00
34	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	257	253	-	4	\$ 7.00	\$ -	\$ 28.00	\$	1,799.00
35	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,F)	TON	3604	3593	-	11	\$ 80.00	\$ -	\$ 880.00	\$	288,320.00
36	2360.509	BITUMINOUS MIXTURE FOR PATCHING	TON	50	50	-	-	\$ 300.00	-	\$ -	\$	15,000.00
37	2411.502	CONCRETE STAIRWAY	EACH	2	-	-	2	\$ 5,250.00		\$ 10,500.00	\$	10,500.00
38	2451.507	GRANULAR BACKFILL (CV)	CU YD	50	-	-	50	\$ 70.00		\$ 3,500.00		3,500.00
39	2451.602	PROVIDE EXCAVATION FOR HOT TAP BY CITY EMPLOYEES	EACH	4	-	-	4	\$ 2,050.00	\$ -	\$ 8,200.00	\$	8,200.00
40	2451.607	GRANULAR BEDDING (CV)	CU YD	15	-	-	15	\$ 75.00	-	\$ 1,125.00	_	1,125.00
41	2451.607	STRUCTURE EXCAVATION CLASS R	CU YD	50	-	-	50	\$ 175.00	\$ -	\$ 8,750.00	\$	8,750.00
42	2502.503	4" PVC PIPE DRAIN	LIN FT	30	30	-	-	\$ 30.00	\$ -	\$ -	\$	900.00
43	2502.602	CONNECT TO EXISTING PIPE DRAIN	EACH	4	4	-	-	\$ 215.00	\$ -	\$ -	\$	860.00
44	2503.503	12" RC PIPE SEWER DES 3006 CL V	LIN FT	37	37	-	-	\$ 95.00	\$ -	\$ -	\$	3,515.00
45	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	3	3	-	-	\$ 1,450.00	\$ -	\$ -	\$	4,350.00
46	2503.602	TELEVISE AND LOCATE SANITARY SERVICE	EACH	7	-	-	7	\$ 730.00	\$ -	\$ 5,110.00	\$	5,110.00
47	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1	-	-	1	\$ 4,300.00	\$ -	\$ 4,300.00	\$	4,300.00

### RECEIVED BIDS CENTRAL ENTRANCE & N 6TH AVE E (MESABA AVE TO E 2ND ST) DULUTH, MINNESOTA

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	ROADWAY QUANTITY	RAISED CENTER MEDIAN	WATER UTILITY QUANTITY	ESTIMATED UNIT PRICE	RAISED CENTER MEDIAN EXTENSION		ER UTILITY TENSION	E)	XTENSION
48	2504.602	ADJUST VALVE BOX	EACH	6	6	-	-	\$ 420.00	\$ -	\$	-	\$	2,520.00
49	2504.602	ADJUST CURB BOX	EACH	4	4	-	,	\$ 225.00	\$ -	\$	-	\$	900.00
50	2504.602	2" CURB STOP & BOX	EACH	4	-	-	4	\$ 2,840.00	\$ -	\$	11,360.00	\$	11,360.00
51	2504.602	2"X1" TAPPING TEE W/ELECTROFUSION SADDLE	EACH	13	-	-	13	\$ 1,930.00	\$ -	\$	25,090.00	\$	25,090.00
52	2504.602	ABANDON WATER SERVICE AT CORPORATION STOP IN SEPARATE EXCAVATION	EACH	3	-	-	3	\$ 2,000.00	\$ -	\$	6,000.00	\$	6,000.00
53	2504.602	BLOW-OFF	EACH	4	-	-	4	\$ 2,740.00	\$ -	\$	10,960.00	\$	10,960.00
54	2504.602	CONCRETE ENCASED VALVE BOX COLLAR	EACH	15	9	-	6	\$ 1,200.00	\$ -	\$	7,200.00	\$	18,000.00
55	2504.602	CONNECT TO EXISTING CURB STOP	EACH	4	-	-	4	\$ 2,200.00	\$ -	\$	8,800.00	\$	8,800.00
56	2504.602	CONNECT TO EXISTING INDOOR PLUMBING	EACH	17	-	-	17	\$ 4,415.00	\$ -	\$	75,055.00	\$	75,055.00
57	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	1	-	-	1	\$ 1,700.00	\$ -	\$	1,700.00	\$	1,700.00
58	2504.602	PREPARE FINISHED BASEMENT FOR WATER SERVICE REPLACEMENT	EACH	1	-	-	1	\$ 930.00	\$ -	\$	930.00	\$	930.00
59	2504.602	INSTALL CURB STOP	EACH	10	-	-	10	\$ 2,070.00	\$ -	\$	20,700.00	\$	20,700.00
60	2504.602	REPLACE CURB STOP	EACH	5	-	-	5	\$ 2,640.00	\$ -	\$	13,200.00	\$	13,200.00
61	2504.602	1" HDPE SDR 9 SERVICE PIPE (PRIVATE) (P) PLAN QUANTITY	LIN FT	568	-	-	568	\$ 255.00	\$ -	\$ :	144,840.00	\$	144,840.00
62	2504.603	1" HDPE SDR 9 SERVICE PIPE (PUBLIC) (P) PLAN QUANTITY	LIN FT	168	-	-	168	\$ 87.00	\$ -	\$	14,616.00	\$	14,616.00
63	2504.603	2" IPS HDPE WATER MAIN SDR 9	LIN FT	282	-	-	282	\$ 65.00	\$ -	\$	18,330.00	\$	18,330.00
64	2504.603	2" IPS HDPE WATER MAIN SDR 9 (HORIZONTAL DIRECTIONAL DRILL)	LIN FT	493	-	-	493	\$ 120.00	\$ -	\$	59,160.00	\$	59,160.00
65	2504.603	INDOOR PLUMBING TO RELOCATE WATER METER	LIN FT	314	-	-	314	\$ 8.00	\$ -	\$	2,512.00	\$	2,512.00
66	2504.603	3" POLYSTYRENE INSULATION	SQ YD	155	-	-	155	\$ 55.00	\$ -	\$	8,525.00	\$	8,525.00
67	2506.502	CONST DRAINAGE STRUCTURE DESIGN G OR H	EACH	3	3	-	-	\$ 4,570.00	\$ -	\$	-	\$	13,710.00
68	2506.502	CASTING ASSEMBLY	EACH	1	1	-	-	\$ 1,325.00	\$ -	\$	-	\$	1,325.00
69	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	124	124	-		\$ 475.00	\$ -	\$	-	\$	58,900.00
70	2506.602	ADJUST FRAME RING & CASTING	EACH	66	66	-	-	\$ 750.00	\$ -	\$	-	\$	49,500.00
71	2506.602	CLEAN OUT CATCH BASIN	EACH	63	63	-	-	\$ 515.00	\$ -	\$	-	\$	32,445.00
72	2506.602	CONCRETE ENCASED CASTING COLLAR	EACH	24	24	-		\$ 1,750.00	\$ -	\$	-	\$	42,000.00
73	2521.518	4" CONCRETE WALK	SQ FT	7258	6363	-	895	\$ 18.00	\$ -	\$	16,110.00	\$	130,644.00
74	2521.518	6" CONCRETE WALK	SQ FT	7757	6525	940	292	\$ 20.00	\$ 18,800.00	\$	5,840.00	\$	155,140.00
75	2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	626	524	-	102	\$ 32.00	\$ -	\$	3,264.00	\$	20,032.00
76	2531.503	CONCRETE CURB & GUTTER DESIGN BR8-8	LIN FT	2087	-	2087	1	\$ 24.00	\$ 50,088.00	\$	-	\$	50,088.00
77	2531.503	CONCRETE CURB & GUTTER DESIGN B612 (MOD)	LIN FT	1816	1502	-	314	\$ 45.00	\$ -	\$	14,130.00	\$	81,720.00
78	2531.503	CONCRETE CURB & GUTTER DESIGN B624 (MOD)	LIN FT	1111	1059	-	52	\$ 47.00	\$ -	\$	2,444.00	\$	52,217.00
79	2531.503	CONCRETE CURB DESIGN V8 (MOD)	LIN FT	47	47	-	1	\$ 115.00	\$ -	\$	-	\$	5,405.00
80	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	340	279	-	61	\$ 105.00	\$ -	\$	6,405.00	\$	35,700.00
81	2531.618	TRUNCATED DOMES	SQ FT	333	276	44	13	\$ 62.00	\$ 2,728.00	\$	806.00	\$	20,646.00
82	2545.602	ADJUST HANDHOLE	EACH	20	20	-	ı	\$ 675.00	\$ -	\$	-	\$	13,500.00
83	2545.602	ELECTRICAL SERVICE GROUND	EACH	9	-	-	9	\$ 625.00	\$ -	\$	5,625.00	\$	5,625.00
84	2563.601	TRAFFIC CONTROL	LUMP SUM	1	0.7	-	0.3	\$ 95,000.00	\$ -	\$	28,500.00	\$	95,000.00
85	2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1	1	-	-	\$ 11,500.00	\$ -	\$	-	\$	11,500.00
86	2564.502	INSTALL SIGN PANEL	EACH	4	4	-	-	\$ 55.00	\$ -	\$	-	\$	220.00
87	2564.502	INSTALL SIGN	EACH	5	5	-	-	\$ 380.00	\$ -	\$	-	\$	1,900.00
88	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	5	5	-	-	\$ 515.00	\$ -	\$	-	\$	2,575.00
89	2564.618	SIGN	SQ FT	147.36	147.36	-	-	\$ 135.00	\$ -	\$	-	\$	19,893.60
90	2564.618	SIGN PANEL	SQ FT	86.76	86.76	-	-	\$ 52.00	\$ -	\$	-	\$	4,511.52
91	2565.616	REVISE SIGNAL SYSTEM A	SYS	1	1	-	1	\$ 30,000.00	\$ -	\$	-	\$	30,000.00
92	2565.616	REVISE SIGNAL SYSTEM B	SYS	1	1	-	-	\$ 36,500.00	\$ -	\$		\$	36,500.00
93	2573.502	STORM DRAIN INLET PROTECTION	EACH	81	81	-	-	\$ 185.00	\$ -	\$	-	\$	14,985.00
94	2573.503	SEDIMENT CONTROL LOG TYPE ROCK	LIN FT	125	125	-	-	\$ 16.00	\$ -	\$	-	\$	2,000.00

### RECEIVED BIDS CENTRAL ENTRANCE & N 6TH AVE E (MESABA AVE TO E 2ND ST) DULUTH, MINNESOTA

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	ROADWAY QUANTITY	RAISED CENTER MEDIAN	WATER UTILITY QUANTITY	ESTIMATED UNIT PRICE	RAISED CENTER MEDIAN EXTENSION	WATER UTILITY EXTENSION	EX	(TENSION
95	2574.505	SOIL BED PREPARATION	ACRE	0.18	-	0.18	-	\$ 1,600.00	\$ 288.00	\$ -	\$	288.00
96	2574.507	BOULEVARD TOPSOIL BORROW	CU YD	98	-	98	-	\$ 100.00	\$ 9,800.00	\$ -	\$	9,800.00
97	2574.508	FERTILIZER TYPE 3	LB	63.5	-	63.5	-	\$ 2.00	\$ 127.00	\$ -	\$	127.00
98	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	879	-	879	-	\$ 3.00	\$ 2,637.00	\$ -	\$	2,637.00
99	2575.602	SITE RESTORATION	EACH	1	1	-	-	\$ 1,250.00	\$ -	\$ -	\$	1,250.00
100	2575.608	SEED NORTHEAST ROADSIDE	LB	6.2	-	6.2	-	\$ 45.00	\$ 279.00	\$ -	\$	279.00
101	2582.503	4" SOLID LINE MULTI COMP GR IN	LIN FT	3744	3744	-	-	\$ 1.10	\$ -	\$ -	\$	4,118.40
102	2582.503	6" SOLID LINE MULTI COMP GR IN	LIN FT	9122	9122	-	-	\$ 1.40	\$ -	\$ -	\$	12,770.80
103	2582.503	12" SOLID LINE MULTI COMP GR IN	LIN FT	623	623	-	-	\$ 18.00	\$ -	\$ -	\$	11,214.00
104	2582.503	4" BROKEN LINE MULTI COMP GR IN	LIN FT	4688	4688	-	-	\$ 1.10	\$ -	\$ -	\$	5,156.80
105	2582.503	6" DOTTED LINE MULTI COMP GR IN	LIN FT	112	112	-	-	\$ 1.40	\$ -	\$ -	\$	156.80
106	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN	LIN FT	3751	3751	-	-	\$ 2.20	\$ -	\$ -	\$	8,252.20
107	2582.518	PAVT MSSG PREF THERMO GR IN CONT ESR	SQ FT	582.29	582.29	-	=	\$ 34.00	\$ -	\$ -	\$	19,797.86
108	2582.518	CROSSWALK PREF THERMO GR IN CONT ESR	SQ FT	1770.00	1770.00	-	-	\$ 21.00	\$ -	\$ -	\$	37,170.00

TOTAL ESTIMATED \$ 148,723.00 \$ 799,177.41 \$ 2,984,400.00