

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN**

**BARR ENGINEERING
AND
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth, hereinafter referred to as City, and Barr Engineering, located at 325 S Lake Ave, Suite 700, Duluth, MN, 55802, hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services to prepare an environmental assessment worksheet (EAW) for the Spirit Mountain Recreation Area (the "Project"); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a Proposal to provide services for the Project (the "Proposal"). A copy of the Proposal is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant's professional services for the Project;

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

I. Services

Consultant will provide the following services related to the Project as described in Consultant's Proposal (the "Services"). Consultant agrees that it will provide its services at the direction of the Director of Public Administration ("Director"). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the Project and Services shall not exceed the sum of Thirty Two Thousand Three Hundred Eighteen and 00/100 Dollars (\$32,318.) inclusive of all travel and other expenses associated with the Project, payable from Tourism & Recreational Projects 452; Finance 030; Improvements Other than Buildings 5530; Project: HANDHTAX-1506 – Half&Half Tax Projects, Lower Spirit Nordic. All invoices for services rendered shall be submitted monthly to the attention of Director. Payment of expenses is subject the City's receipt of reasonable substantiation/back-up supporting such expenses.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement

shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be Jeffrey Lee (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
 - e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
 - f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
 - g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
4. Consultant Representation and Warranties
- Consultant represents and warrants that:
- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
 - b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
 - c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
 - d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or

constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.

- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by September 1, 2015, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor.

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or

might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity.

Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance.

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be named as Additional Insured by endorsement** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon execution of this Agreement**, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.
- b. Professional Liability Insurance in an amount not less than \$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, Consultant 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.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. 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.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

City: City of Duluth
 411 W First Street
 City Hall Room 322
 Duluth MN 55802
 Attn: Jim Filby Williams

Consultant: Barr Engineering
 325 S Lake Ave
 Suite 700
 Duluth MN 55802
 Attn: Jeff Lee

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations.

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure.

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH

By: [Signature]
Mayor

Attest:
By: [Signature]
City Clerk
Date: 5/29/15

Countersigned:
[Signature]
City Auditor

Approved as to form:
[Signature]
City Attorney

BARR ENGINEERING

By: [Signature]
Its: Vice President
Title of Representative
Date: 5/18/15

EXHIBIT A
Consultant's Proposal

resourceful. naturally.
engineering and environmental consultants



May 11, 2015

Jim Shoberg, City of Duluth Parks Department
Room 38 City Hall, 411 West 1st Street
Duluth, MN, 55802

Re: Environmental Assessment Worksheet (EAW) for Spirit Mountain Recreation Area

Dear Mr. Shoberg:

Barr Engineering Co. (Barr) is pleased to submit this proposal to provide engineering services for the preparation of an EAW for the Spirit Mountain Recreation Area. Our proposal is based on your request for proposal dated April 26, 2015, conversations with you and information reviewed by Barr Engineering Company.

Barr's Scope of Work

It is our understanding that the City of Duluth is planning to construct additional recreational facilities at the Spirit Mountain Recreational Area. These will include:

- Construction of a +/- 3.0 kilometer Nordic cross country ski trails with snowmaking at the base of the mountain adjacent to the Grand Avenue Chalet
- Construction of a +/- 3.3 mile all-weather Mountain Bike Trail and additional downhill mountain bike trails that will exceed the 10 mile threshold for triggering a mandatory EAW.
- Construction of an extension to the Superior Hiking Trail (SHT) from the mountain top campground to the Skyline Chalet as well as a spur trail (1.5 miles) from the Grand Avenue Chalet connecting to the Western Waterfront Trail under the proposed Grand Avenue Bridge constructed by MNDOT.

It is also our understanding that there are two contingent project elements:

- The Rail to Trail conversion of the DWP railroad grade from the Grand Avenue Chalet to West Skyline Parkway (approximately 5.8 miles).
- A Disk Golf Course interspersed amongst the ski slopes and surrounding forest areas.

It is our understanding that Equestrian and ATV trails are not part of the environmental review scope.

The engineering services requested by the City of Duluth for this project will require preparation of and EAW. The EAW tasks include:

Tasks – Environmental Review

The environmental review scope of work will include environmental review services and the preparation of an EAW document to assess the environmental impacts of the project design. The environmental review will use existing available data including National Wetland Inventory and floodplain maps, threatened and endangered species data, and publically available cultural data, to assess the potential environmental impacts of the proposed project elements.

Barr will coordinate with the Minnesota Department of Natural Resources (DNR) to evaluate the potential effects on threatened and endangered species in the area of the proposed project elements. Barr will also coordinate with the State Historic Preservation Officer (SHPO) to assess any potential impacts to cultural and archaeological resources. The results of the agency coordination will be compiled into an EAW. Barr will work with the City of Duluth Parks Department to conduct one public hearing in order to receive public and agency comments on the proposed on the proposed project elements. The results of the public and agency input will be compiled into a final EAW and response to comments to be reviewed by the Duluth Planning Commission.

Barr will provide a single point of contact to keep the City of Duluth Parks Department up-to-date with weekly updates or as required throughout the design.

The deliverables for this task will be an EAW Draft Report, Public Hearing and Final EAW.

Project Assumptions

Our scope of work assumes:

- City will provide project element GIS location data, including known wetland delineation data in the project area.
- Assumes three meetings with City Staff, one each: at start of project, prior to public hearing, and review of comments prior Planning Commission review
- Based on the proposed project schedule, City will give authorization to proceed by May 15, 2015.
- Barr will prepare draft EAW for staff review prior to submittal to City Planning Department for circulation.
- City Planning Department will provide notice of availability of EAW and public meeting to EQB, agencies and the public.
- Barr will assist the City of Duluth at one public hearing to receive public and agency comments on the project and EAW.
- Consultation with the State Historic Preservation Office (SHPO) is required. The SHPO may require cultural resource phase 1 survey.
- Consultation with the DNR will be required and assumes that one threatened and endangered species field survey will be required.
- Additional wetland delineations are not included with this scope of work.
- Barr will prepare responses to public and agency comments on the EAW and will finalize EAW for Planning Commission review and notice of EIS need decision in the *EQB Monitor*.

Barr's project manager will provide weekly email (Monday) status updates describing activities completed in the prior week, planned activities for the upcoming week, schedule conflicts, and deliverable percent complete.

Schedule & Budget

We anticipate that we can begin our environmental work ASAP on this project as requested based on an authorization to proceed with engineering services. We anticipate this work will be completed as shown below.

- Authorization to start work by May 15, 2015
- Initiate Coordination with DNR and SHPO to identify any pitfalls in schedule by May 18, 2015
- Coordinate with the City to obtain GIS data by May 18, 2015
- Submit Draft EAW to Planning by July 1, 2015
- EQB publication July 13, 2015
- City holds Public Hearing on July 21, 2015
- 30 day review and comment period ends August 14, 2015.
- Submit Final EAW with responses to comments to Planning by September 1, 2015
- Planning Commission review decision on EAW on September 8, 2015
- Project duration of sixteen (16) weeks total

This Agreement will be effective for the duration of the services unless earlier terminated by either you or us. We will commence work upon receipt of a copy of this letter signed by you. The above schedule for the services is to complete all work for the EAW September 1, 2015.

For the services provided, you will pay us according to the attached Standard Terms. We will bill you approximately monthly. Services will be provided on a time and materials basis not exceed \$32,318 without prior approval by you,

We understand you have the authority to direct us. We will direct communications to you at the address on this letter. Direction should be provided to me or Tom Tri at the letterhead address.

If this Proposal is satisfactory, we will enter into an agreement with the City of Duluth. This Proposal will be open for acceptance until July 30, 2015, unless earlier withdrawn by us.

Thank you for considering Barr Engineering Company as your consultant for this work. If you have any questions regarding our proposal, please contact either Tom Tri at (218) 529-8226 or myself at (218) 529-7168.

Sincerely,



Vice President

Attachments

Scope and budget spreadsheet



Project Name: Duluth Spirit Mountain EAW
Client Name: Duluth Parks Department
Date: 04/22/2015
Approved by:

Name (Last, First)
Initials
Billing Rate
Project Role

	Subtotal Hours	Subtotal Labor	Expenses	Sub Contractors	Project Total	Percentage of Total
Job 1						
	106	\$ 11,120.00			\$ 11,120.00	
Draft EAW	53	\$ 6,635.00			\$ 6,635.00	
NHIS Form and work plan T&E Field Survey and Tech Memorandum	21	\$ 2,355.00		\$ 6,107.69	\$ 8,462.69	
Archeology Review	20	\$ 2,500.00			\$ 2,500.00	
Project Mgt	0	\$ -			\$ -	
	0	\$ -			\$ -	
	0	\$ -			\$ -	
Subtotal	200	\$ 22,610.00	\$ -	\$ 6,107.69	\$ 28,717.69	95%
Job 2						
	8	\$ 1,100.00			\$ 1,100.00	
Staff meetings						
Public Meeting	4	\$ 500.00			\$ 500.00	
Meeting with Planning Commission	12	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00	5%
Subtotal						
Project Subtotal	212	\$ 24,210.00	\$ -	\$ 6,107.69	\$ 30,317.69	
Contingency %						
Project Total					\$ 30,317.69	

EXHIBIT A

22490

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

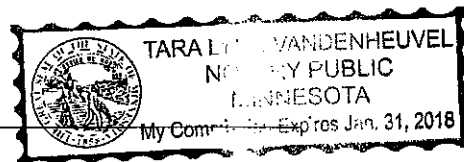
Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: Jeffrey T. BarrFirm Name: Barr EngineeringSubscribed and sworn to me before this 5th day of May, 2015NOTARY PUBLIC Tara L. VandenhuevelMy commission expires: January 31, 2018Bidder's E.I. Number 41-0905995

(Number used on employer's quarterly Federal Tax return)





CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT ADATE (MM/DD/YYYY)
12/29/2014

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 Dennis J. Linder & Associates An affiliate of American Agency, Inc. 731 Bielenberg Drive, Suite 204 Woodbury MN 55125	CONTACT NAME: Kimberly South PHONE (A/C, No. Ext): 651.621.8982 E-MAIL ADDRESS: kims@djilinder.com FAX (A/C, No): 651.621.8989														
INSURED Barr Engineering Company 4700 West 77th Street Minneapolis, MN 55435-4803	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Continental Insurance Co</td><td>35289</td></tr><tr><td>INSURER B: Transportation Insurance Co</td><td>20494</td></tr><tr><td>INSURER C: National Fire Ins Co Hartford</td><td>20478</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Insurance Co	35289	INSURER B: Transportation Insurance Co	20494	INSURER C: National Fire Ins Co Hartford	20478	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4032988990 Includes: Operations of Subs - Contingent Liability, Contractual Liability	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 15,000				
	<input checked="" type="checkbox"/> XCU		PERSONAL & ADV INJURY \$ 1,000,000				
	<input checked="" type="checkbox"/> Broad Form PD						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			4032989038	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		4034936045	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 10,000,000				
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 0					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4032988942	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All projects

Additional Insured as respects General Liability and Automobile Liability, if required by written contract: City of Duluth, per the GL Blanket Additional Insured Endorsement and the Blanket Additional Insured provision included in the Business Auto Extended Coverage Endorsement.

CERTIFICATE HOLDER**CANCELLATION**

ckleist@duluthmn.gov

City of Duluth
Public Works Department
Attn: Chris Kleist
520 Garfield Ave
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

Dennis Linder/KVS



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT ADATE (MM/DD/YYYY)
10/21/2014

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 Dennis J. Linder & Associates An affiliate of American Agency, Inc. 731 Bielenberg Drive, Suite 204 Woodbury MN 55125	CONTACT NAME: Kimberly South PHONE (A/C No. Ext): 651.621.8982 E-MAIL ADDRESS: kims@djilinder.com FAX (A/C No.): 651.621.8989														
INSURED Barr Engineering Company 4700 West 77th Street Minneapolis, MN 55435-4803	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES	CERTIFICATE NUMBER:	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Environmental Prof Liab Incl Pollution Incident			EEH008220528 Claims Made & Reported	11/1/2014	11/1/2015	\$20,000,000. \$20,000,000. Per Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All projects

This policy covers the PROFESSIONAL SERVICES of the named insured for all projects & the limit of liability shown shall not be construed to be applied to this project only.

CERTIFICATE HOLDER ckleist@duluthmn.gov City of Duluth Public Works Department Attn: Chris Kleist 520 Garfield Ave Duluth, MN 55802	CANCELLATION 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 Dennis Linder/KVS
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