

PROFESSIONAL ENGINEERING SERVICES AGREEMENT**ENGINEER & CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the City of Duluth, Minnesota hereinafter referred to as the "City" and:

Name: LHB, Inc.
Address: 21 West Superior St., Suite 500, Duluth, MN 55802

hereinafter referred to as the "Engineer", in consideration of the mutual promises contained herein.

Payments hereunder, in the estimated amount of Ninety-Six Thousand Eight Hundred Seventy-Eight and no/100th Dollars (\$96,878.00) shall be made from Fund 452-030-5530; Project HANDHTAX-1510; Resolution No. 17-0173R passed on February 27, 2017 and Requisition Number 17-0230.

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

Project Number: 1510
Project Name: Lincoln Park Phase 1 Site Improvements
Project Description: Design and construction administration services for the implementation of Lincoln Phase 1 of the 2016 Lincoln Park Master Plan

The professional engineering services to be provided under this agreement consist of those phases A through H 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>
<u>X</u>	A. Study and Report Phase
<u>X</u>	B. Preliminary Survey Phase
<u>X</u>	C. Preliminary Design Phase
<u>X</u>	D. Final Design Phase
<u>X</u>	E. Bidding Phase
<u> </u>	F. Construction Survey and Layout Phase
<u>X</u>	G. Construction Administration and Inspection Phase
<u> </u>	H. Additional Services

SECTION I. GENERAL**A. ENGINEER**

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

B. NOTICE TO PROCEED

The Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written

Notice to Proceed by City representative with that Phase.

C. TIME

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

D. CITY'S REPRESENTATIVE

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

E. ENGINEERING GUIDELINES

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

F. SUBCONSULTANTS

Engineer may contract for the services of sub-consultants to assist Engineer in the performance of the services to be provided by Engineer hereunder but the selection of any sub-consultant to perform such services shall be subject to the prior written approval of the City Engineer. Engineer shall remain responsible for all aspects of any services provided by such sub-consultants to City under this Agreement. City shall reimburse Engineer for sub-consultant services under the categories of services to be provided by Engineer under Phases A through H as applicable and within the amounts allocated for such services pursuant to Section V.D below.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

- X 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 III.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.

7) Supplementary Duties

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

8) Completion Time

The Study and Report Phase shall be completed and report submitted by August 31, 2017.

B. PRELIMINARY SURVEY PHASE

 X Included in this agreement

 Not included in this agreement

After written authorization by the City's representative to proceed with the preliminary survey phase, the Engineer shall:

1) General

Perform topographic survey as necessary to prepare the design ~~and provide Construction Survey and Layout as described in Section II.F~~

~~2) Boundary Survey~~

~~Perform boundary survey if checked.~~

3) Document Presentation

Furnish a CADD file of the survey base map to the City. Files shall be in the software specified in the Engineering Guidelines for Professional Engineering Services and Developments described in Section I.E.

4) Supplementary Duties

The duties-responsibilities of the Engineer during the preliminary survey phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

5) Completion Time

The preliminary survey phase shall be completed and submitted by August 31, 2017.

C. PRELIMINARY DESIGN PHASE

 X Included in this agreement

 Not included in this agreement

After written authorization by the City's Representative to proceed with the Preliminary Design Phase, the Engineer shall:

1) Preliminary Design Documents

Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

2) Revised Project Costs

Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project costs.

3) Preparation of Grants; Environmental Statements

Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project, ~~preparation or review of environmental assessments and impact statements;~~ review and evaluation of the effect on the design requirements of the Project of any such statements and

documentation prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4) Renderings and Models

Providing renderings or models for the City's use.

5) Economic Analysis

Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting the City in obtaining licensing; detailed quantity surveys of material, equipment and labor; and audits of inventories required in connection with construction performed by the City.

6) Document Presentation

Furnish three copies of the above preliminary design documents and present and review such documents in person with the City as the City Engineer may direct.

7) Supplementary Duties

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

8) Completion Time

The Preliminary Design Phase shall be completed and report or plan submitted by August 31, 2017.

D. FINAL DESIGN PHASE

 X 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) Real Estate Acquisition: Legal Description~~

~~Based on preliminary design documents, furnish a legal description and recordable reproducible 8 1/2" X 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project.~~

6) Document Presentation

Furnish three copies of the above documents and present and review them in person with the City.

7) Supplementary Duties

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

8) Completion Time

The Final Design Phase shall be completed and contract documents submitted by September 30, 2017.

E. BIDDING PHASE

☒ Included in this agreement

☐ Not included in this agreement

The Engineer shall:

1) Assist in Bidding

Assist the City in obtaining bids for each separate City contract for construction, materials, equipment and services.

2) Advise Regarding Contractors and Subcontractors

Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the City's contractor(s) (hereinafter called "Contractor(s)" for those portions of the work as to which such acceptability is required by the bidding documents).

3) Consult Regarding Substitutes

Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by the contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

4) Evaluation of Bids

Assist the City in evaluating bids or proposals and in assembling and awarding contracts.

5) Supplementary Duties

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

6) Completion Time

The bidding phase shall be completed by October 31, 2017.

F. CONSTRUCTION SURVEY AND LAYOUT PHASE

☐ Included in this agreement

☒ Not included in this agreement

1) General

This phase of work may or may not be performed in conjunction with Phase G, "Construction Administration and Inspection Phase" of this agreement. Inclusion of this phase in the agreement does not imply that services identified under Phase G are to be provided unless specifically indicated in this agreement.

2) Duties

The Engineer shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Engineer shall be sufficient to permit the construction contractor to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.

3) Accuracy

The Engineer shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Engineer shall be responsible for the accuracy of the control points which are established. The Engineer shall be responsible for costs which may result from errors in placement of control points. The Engineer shall be required to establish control points at Engineer's costs only one time. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Engineer and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City. The Engineer shall take all reasonable and customary actions to protect the control points established by the Engineer.

4) Supplementary Duties

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

5) Completion Time

The construction survey & layout phase shall be completed by n/a.

G. CONSTRUCTION ADMINISTRATION AND INSPECTION PHASE

 X 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~~ on a weekly basis 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.

16) Manuals

The Engineer shall furnish operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, and adjusting and balancing); and training personnel for operation and maintenance.

17) Supplementary Duties

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

18) Completion Time

The construction administration and inspection phase shall be completed by December 31, 2017.

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 V.

1) 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.

2) 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.

3) 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.

4) Services After Construction Phase

Services after completion of the construction phase excluding the warranty inspection.

5) 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).

6) 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.

7) 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 B.

8) 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. 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 III.

SECTION IV. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS

The City and the Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this agreement; the Engineer shall not assign, sublet, or transfer their respective interests in this agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Engineer.

B. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work product developed by the Engineer in connection with this Project shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Engineer by the City on extensions of this Project or any other Project without written permission of the Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.

C. ESTIMATES OF COST (COST OPINION)

Estimates of construction cost provided are to be made on the basis of the Engineer's experience, qualifications and the best of their professional judgment, but the Engineer does not guarantee the accuracy of such estimates as compared to the contractor's bids or the Project construction cost.

D. INSURANCE

1) Engineer shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota 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 requires 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) Public Liability Insurance and Automobile Liability Insurance with limits not less than **\$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) 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, Engineer hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage ; and in event of any change, Engineer agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- d) **City of Duluth shall be named as Additional Insured** under the 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 notice to City of cancellation in accordance with the provisions of the underlying insurance policy included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Engineer's interests and liabilities.

- e) 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 the notice provisions contained in the underlying insurance policy or policies. In addition Engineer commits to provide to City notice to City at least 30 days prior to any change of the policy or coverages.
- 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 cancelled during the life of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.
- 6) Except as provided for in Section IV D.1.d) above, Engineer hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section IV or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section IV. D of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City.

E. HOLD HARMLESS

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, 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.

F. TERMINATION

- 1) This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- 2) This agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Engineer is given (1) not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for

consultation with the City prior to termination.

3) Upon receipt of a notice of intent to terminate from the City pursuant to this agreement, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Engineer in performing this agreement, whether completed or in process.

4) Upon termination pursuant to this agreement, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

G. LAWS, RULES AND REGULATIONS

The Engineer agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, State of Minnesota, the City of Duluth and their respective agencies and instrumentalities which are applicable to the work and services to be performed hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this agreement shall be construed to make the Engineer an employee or partner of the City. The Engineer shall at all times hereunder be construed to be an independent contractor.

I. FEDERAL FUNDING

If Federal Funds (i.e. HUD, FEMA, Revenue Sharing) are utilized as a source of Project funding, the Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

J. AMENDMENT OF AGREEMENT

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

SECTION V. PAYMENT

A. BASIS OF BILLING

City shall pay the Engineer an amount based on hourly rates not to exceed \$96,878.00 for all services rendered under Section II Phases A through H, including any and all Project-related expenses such as travel, reproduction of reports and drawings, tolls, mileage, etc. For the purposes of this agreement, the principals and employees of the Engineer and their hourly rates are set forth in Exhibit A.

B. PAYMENT FOR WORK COMPLETED

1) Monthly progress payments may be requested by the Engineer for work satisfactorily completed and shall be made by the City to the Engineer as soon as practicable upon submission of statements requesting payment by the Engineer to the City. When such progress payments are made, the City may withhold up to five percent (5%) of the vouchered amount until satisfactory completion by the Engineer of all work and services within a phase called for under this agreement. When the City determines that the work under this agreement for any specified phase hereunder is substantially complete, it shall release to the Engineer any retainage held for that phase.

2) No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Engineer under this agreement without the prior authorization of the City. These estimates have been prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the City.

3) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this agreement.

4) In the event of termination by City under Section IV.F., upon the completion of any phase of the Basic Services, progress payments due Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Engineer to render Basic Services, and paid for services rendered during that phase on the

basis of hourly rates defined in Exhibit A of this agreement for services rendered during that phase to date of termination by Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Engineer will be paid for all unpaid additional services plus all termination expenses. Termination expenses mean additional expenses directly attributable to termination, which, if termination is at City's convenience, shall include an amount computed as a percentage of total compensation for basic services earned by Engineer to the date of termination as follows: 10% of the difference between the amount which the Engineer has earned computed as described in paragraphs A and B of this section and the maximum payment amount described in paragraph D of this section. The above applies only if termination is for reasons other than the fault of the Engineer.

C. 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 all Project-related expenses for the estimated amounts shown hereunder:

<u>Section II</u>	<u>Description</u>	<u>Estimated Compensation</u>
A.	Study and Report Phase	\$ 17,166.00
B.	Preliminary Survey Phase	\$ 9,900.00
C.	Preliminary Design Phase	\$ 27,287.00
D.	Final Design Phase	\$ 30,750.00
E.	Bidding Phase	\$ 1,859.00
F.	Construction Survey and Layout Phase	\$ 0
G.	Construction Administration and Inspection Phase	\$ 9,916.00
TOTAL		\$ 96,878.00

The maximum compensation for all phases A through G shall not exceed **Ninety-Six Thousand Eight Hundred Seventy-Eight and no/100th Dollars.**

D. 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 Exhibit A for services rendered by principals and employees assigned to the Project. The maximum payment described in Section V.C 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.

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.

E. TOTAL NOT TO EXCEED:

All payments under this Contract are not to exceed \$96,878.00 Payable from funding 452-030-5530 Project HANDHTAX-1510.

SECTION VI. SPECIAL PROVISIONS

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

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

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

SECTION VII. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same

instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

CITY OF DULUTH-Client

**ENGINEER
LHB, INC.**

By:

Mayor

Company Representative Date

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Countersigned:

City Auditor Date

Assistant City Attorney Date

EXHIBIT A

City of Duluth Professional Design Services for Lincoln Park



February 14, 2017



PERFORMANCE
DRIVEN DESIGN.

Joseph Litman, PE
Principal
21 West Superior Street, Suite 500
Duluth, MN 55802
218.279.2455 | 218.727.8456 Fax
joe.litman@LHBcorp.com

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February 14, 2017

City of Duluth
Attn: Lisa Luukkala
City Hall, Ground Floor
411 West First St
Duluth, MN 55802

PROFESSIONAL DESIGN SERVICES FOR LINCOLN PARK PHASE 1

Dear Ms. Luukkala,

Thank you for the opportunity to present a proposal for Lincoln Park Phase 1 Site Improvements project. Building off our experience in the 2016 Lincoln Park Mini Master Plan we are confident that we can deliver “destination worthy” design features for Lincoln Park. Our team of landscape architects, designers, and engineers have extensive experience with similar projects and had the privilege to collaborate with the Lincoln Park community and City of Duluth Parks Department on the 2016 Mini Master Plan. Additionally, our team has been closely involved in other West Duluth destination projects, including Chambers Grove Park and the Western Waterfront Trail Master Plan. Insights generated in the extensive community outreach phase of the recent master planning process will be seamlessly integrated into the design recommendations developed by the team with City and stakeholder input and engagement.

We are delighted to partner with Flagship Recreation for the destination worthy play features in the park. Flagship is focused on delivering nature based design features for children of all ages, inspiring growth, development and discovery. Our proven partnership, most recently resulting in the Chambers Grove playground will be a source of creative inspiration as we imagine what is possible at Lincoln Park.

The following proposal outlines a scope of services ranging from Community Engagement, Park Infrastructure Assessment & Schematic Design through Construction Administration. Based on our understanding of your project goals and budget, we have included a breakdown of anticipated tasks in our Work Plan; we hope that this information will assist you in defining how to best proceed with your project.

We are excited to work with Duluth staff and continue the great work with the Lincoln Park community to deliver well deserved amenities to the neighborhood and beyond. Please contact Heidi at 218.279.2429 if you have questions or require any additional information.

We look forward to continuing the conversation.

Sincerely,
LHB, Inc.

A handwritten signature in blue ink that reads 'Joseph O. Litman'.

Joseph Litman, PE
Project Principal

A handwritten signature in blue ink that reads 'Heidi Bringman'.

Heidi Bringman, PLA LEED BD+C
LA Project Manager

PROJECT OBJECTIVES

Objective 1

Design and Build “Destination Worthy” Playscape

Identified in the St. Louis River Corridor Initiative as one of the four Grand Avenue Parks, Historic Lincoln Park has been earmarked to host destination worthy amenities for the area. The City of Duluth has identified an opportunity to create a playscape to serve residences, youth-serving agencies and visitors alike. The design and relocation of the playscape area will be a collaborative effort with the community ensuring it meets the needs of the neighborhood while honoring the Duluth Parks legacy and the historic nature of the park. Our subconsultant, Flagship Recreation, is known for their innovation engagement with children in the design of playscapes. We are excited to develop fun and engaging activities with neighbors and their children to imagine a nature inspired playscape.

Objective 2

Design and Build Nature-Based Playscape

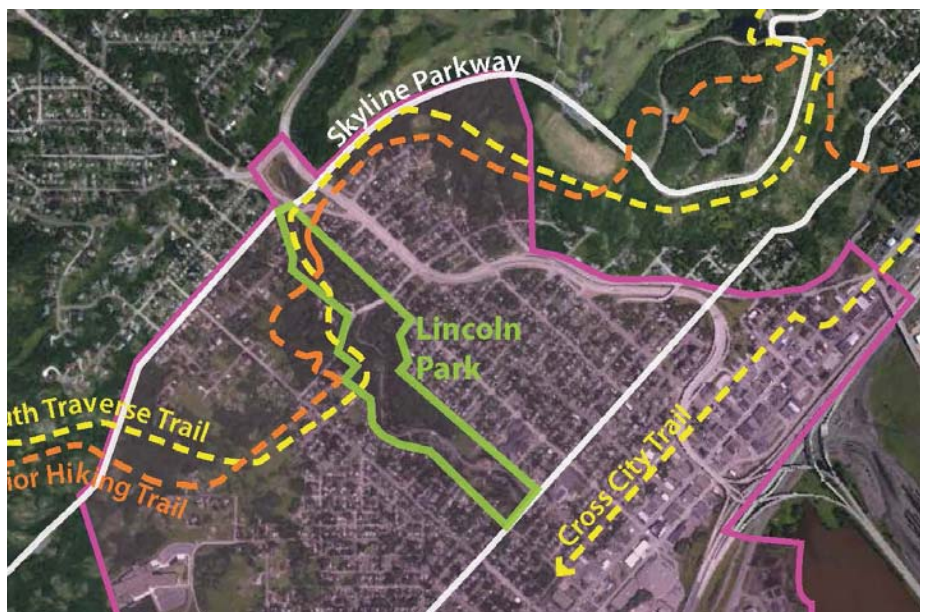
The noteworthy “Elephant Rock,” a beloved feature of the park, will be a focal point to an enhanced nature-based playscape. Nature inspired play elements will be added to compliment the distinctive existing landscape features surrounding and including Elephant Rock. Climbing features are frequently featured in the design of playscapes and Elephant Rock will be integrated with new features to support features accessible for children with a range of abilities and skill.

*Both Objective 1 and 2 will be advanced on an expedited timeline to meet US Bank Places to Play grant requirements.

Objective 3

Design and Build (2) Picnic Pavilion Areas

To better serve the needs of the community and encourage continued enthusiasm for Duluth parks, two picnic pavilions will be designed and constructed. Identified in the Mini Master Plan process, picnic pavilions were highly desired by the community. Two pavilions will be developed to accommodate a range of group sizes and needs. Options to refurbish the existing picnic pavilion rather than build new, will also be explored.



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DRIVEN DESIGN.

PROJECT OBJECTIVES

Objective 4

Assessment for the Repair/Restoration of the WPA Event Pavilion

An assessment of the Pavilion will need to occur to determine the depth of arson damage, feasibility of and/or cost of restoration. Future repairs and improvements may include but are not limited to new roofing, tuckpointing of the exterior stone masonry, updating the restrooms to comply with ADA accessibility, adding security lighting and reconnecting water service to the structure. After a thorough assessment of the structure, recommendations will be made for future improvements and will be consistent with the historic character of the structure and the park.

Objective 5

Install Signage and Wayfinding

Through a separate planning process, the City of Duluth underwent a signage and wayfinding strategy. Following recommendations and design standards identified in the process, this project will include at a minimum, the installation of one entry monument sign as well as one primary directory sign. The primary directory sign will be situated at a key location and will be devoted to wayfinding within the park boundaries, including interpretive information. If budget allows, the team will also look at installing a secondary directory sign in the southern segment of the park to enhance additional wayfinding efforts.

Objective 6

Complete Landscape Elements in South Segment

Conscious of the significant impact the flood of 2012 wrought on Lincoln Park, the landscape will follow design recommendations outlined in the Mini Master Plan process, enhancing the Miller Creek stream buffer, incorporating resilient and sustainable design principles. Modest landscape features will be concentrated in the south segment of the park and will be thoughtfully designed in alignment with the recent FEMA funded streambank stabilization features constructed this past year in the stream corridor, paying careful attention to the protection of this recent investment.



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WORK PLAN



Task 1 - Design Project Management

Heidi Bringman will be the primary City contact for the duration of the project. Heidi will be responsible for project staffing, communication with the City's Project Lead, monitor in-house progress to achieve milestones on schedule, preparation of agendas for meetings and meeting minutes, facilitate public meetings and public outreach, communicate with all project team members and will be in charge of overall project quality control. Heidi will be supported by all other LHB resources.

LHB	<ul style="list-style-type: none"> • Prepare and distribute project correspondence. • Monitor project budget. • Quality Control and Assurance. • Communication with City staff and the public. • Facilitate bi-weekly design meetings with the City from project kick-off through construction documents.
City	<ul style="list-style-type: none"> • Timely project coordination, comments, and review/ feedback to questions during design. • Provide anticipated schedules, if any.
Deliverables	<ul style="list-style-type: none"> • Project correspondence, including meeting agenda and summaries, reports, and handouts.

Task 2 - Public Involvement and Participation

Building off the Mini Master Plan community engagement process, the LHB team will rely on input and data gathered at the community sessions to inform design development. To further enhance and support Phase 1 construction, LHB will execute a series of meetings to ensure stakeholder involvement.

Anticipated Meetings

Community Meeting (1.5 hrs):	March 9, 2017
Resident Focus Group (1 hr):	March 14, 2017
Public Meeting and children's social (1.5 hrs):	April 11, 2017
Presentation to City Stakeholders (1 hr):	May 23, 2017

LHB	<ul style="list-style-type: none"> • Facilitate and lead public meetings • Prepare descriptive visual exhibits and layout documents to communicate the project design and construction goals to the public and solicit input. • Prepare documentation of items discussed and comments received at meetings.
City	<ul style="list-style-type: none"> • Participate in public meetings and ensure key staff are in attendance.
Deliverables	<ul style="list-style-type: none"> • Graphic and layout exhibits. • Meeting summary document of public input process.

WORK PLAN



Task 3- Regulatory Permitting & Approvals

LHB will assist the City in coordinating efforts for regulatory submittals and approvals from the MnDNR (if required) and the City of Duluth. At this time, we understand that the WPA Pavilion is not on the Minnesota State Historic Register but may be eligible. This proposal includes up to 2 days of coordination time to research and assist the City in determining if registry designation is warranted. Should the City choose to proceed, a separate scope for SHPO regulatory submittal and approval assistance would be necessary.

As currently scoped, the project may disturb more than 1-acre of site soils therefore a SWPPP plan will be required to address temporary sediment, erosion control during construction. LHB will perform the required design and analysis in accordance with the General Permit and will prepare the NPDES permit to be included in the project special provisions.

Please note, we do not anticipate any wetland issues for this project at this time, however we do anticipate working within the Miller Creek Natural Resource Overlay areas, therefore City regulation may be required for work within shoreline/floodplain areas. Should a wetland delineation and subsequent permitting assistance be required, LHB can provide that to the City as an additional service should you desire.

LHB	<ul style="list-style-type: none"> • Provide documentation and coordinate regulatory efforts with associated agencies, including MnDNR, SHPO, City of Duluth, Parks Commission, City Council, and Lincoln Park neighborhood.
City	<ul style="list-style-type: none"> • Provide relevant data for all application forms and documentation. • Review application/permit forms and provide signature. • Arrange for meeting facilities as needed. • Distribute information about public meetings.
Deliverables	<ul style="list-style-type: none"> • Copies of agency correspondence, and records of conversations/coordination. • Complete City UDC permit application(s) for work within a shoreline/floodplain. • Complete NPDES permit application.

WORK PLAN



Task 4 - Park Infrastructure Assessment

Our team understands that many areas of the park have aging infrastructure that has been damaged &/or is in need of repair or replacement. As part of Phase 1 improvements, the following areas will be initially targeted for field assessment, recommendations, and cost estimating for future repair and/or restoration work. Based on overall project budget and discoveries made during the assessments, LHB will provide further analysis on the feasibility of repairing the aging infrastructure and/or provide recommendations to build new.

- WPA Pavilion with restroom facilities
- Existing picnic shelter
- Retaining wall at terraced athletic field area

LHB	<ul style="list-style-type: none"> • Facilitate field assessment visits for WPA Pavilion, existing picnic shelter and stone retaining wall (accompanied by City staff if desired). • Evaluate pavilion, picnic shelter and retaining wall conditions. • Develop preliminary cost estimates for repair/restoration work.
City	<ul style="list-style-type: none"> • Provide timely review of materials submitted to City team.
Deliverables	<ul style="list-style-type: none"> • Summary of field assessment and recommendations memo with professional opinion of cost for WPA Pavilion, existing picnic shelter, and stone retaining wall area.

WORK PLAN



Image by others (from Lincoln Park Mini Masterplan, Feb 2016).



Task 5 - Schematic Design

Unique to the LHB process for the schematic design phase will be the integration of social and demographic data to inform the selection and organization of play features. Through the public engagement process, LHB will host a Children's Social which will feature fun family oriented activities and playful exercises for children to participate and guide the selection of the features. Informing the schematic design phase, LHB will utilize the information gathered not only at the Children's Social, but from stakeholder groups like the Boys and Girls Club, parents, nearby schools and neighborhood groups to determine the best fit and combination of elements to make this the City of Duluth's best nature inspired playground.

Beyond the preliminary shaping of the values and priorities of the community, the Schematic Design phase will also include geotechnical analysis and collecting survey information for the proposed work areas. of the park. We recommend hiring a geotechnical subconsultant for up to four (4) soil borings and a Geotechnical Report to assess placement of new picnic shelters, monument sign locations, and roadway re-alignment alternatives. We have included an estimated subconsultant fee for this work in our cost proposal.

A topographic survey will include a MN Gopher State Call for utility locates, locating known visible improvements and topography of three site areas (see attached map for details). Using the site survey as a base map, LHB will prepare schematic plans that illustrate desired park improvements. The following is a list of park programming components that will be incorporated into the Schematic Design.

- Improved playground area that is better integrated with the existing picnic shelter & large gathering space.
- Supplementary playground area with gathering space adjacent to Elephant Rock.
- New or refurbished picnic shelter at large gathering space.
- New supplementary picnic pavilion adjacent to Elephant Rock.
- Improved pathways with ADA accessibility to picnic area and restroom building/pavilion.
- New monument sign at park entrance & new trailhead/park directory sign at bridge.
- Energy efficient site lighting surrounding large gathering area.
- Landscaping improvements

LHB	<ul style="list-style-type: none"> • Aggregate community input to inform feature selection • Execute survey and prepare base map for 3 site areas. • Execute geotechnical analysis. • Evaluate WPA pavilion condition. • Develop conceptual site plans.
City	<ul style="list-style-type: none"> • Provide timely review of materials submitted to City team.
Deliverables	<ul style="list-style-type: none"> • Schematic level site plan with additional support graphics and preliminary opinion of costs for City review and approval.

WORK PLAN



Task 6 - Design Development

The design development phase will consist of moving selected elements from the schematic design into the construction documents phase. Further development of spatial dimensions, material identification, systems and establishing quality standards will be addressed. LHB will coordinate with our playground consultant, Flagship Recreation, throughout the duration of the project. During this phase, customized play elements will be further designed and estimated to ensure compliance with the site and project budget.

Preliminary specifications and a comprehensive professional opinion of cost will also be updated during this phase. In an effort to fully utilize the budget available and maximize the amount of work awarded within the project budget, add alternates will be explored during design development. Add alternates will be additional park improvement items that may be awarded as part of the contract if the bids come within the budget specified in the contract.

LHB	<ul style="list-style-type: none">• Coordinate design efforts with playground subconsultant.• Complete and submit 60% design plans -- complete design to the level that all significant design decision have been addressed to properly construct the project.
City	<ul style="list-style-type: none">• Review and provide feedback on 60% design plans as desired.
Deliverables	<ul style="list-style-type: none">• 60% design submittal.• 60% Professional opinion of cost

WORK PLAN



Task 7 - Construction Documents

This task includes the completion of a final design and preparation of the detail construction plans and specifications. Please note, construction documents for the restoration of the WPA Pavilion are not included at this time. Not until a thorough field assessment of both the interior & exterior of the building has occurred, are we able to provide a fee estimate for design services for the work. Preparation of Construction Documents will include the following.

- Existing Conditions Plan
- Removals & Erosion Control Plan
- Site Layout & Surfacing Plans
- Grading & Drainage Plans
- SWPPP Plan
- Site Landscape & Planting Plans
- Picnic Shelter Foundation Plans
- Monument & Park Directory Foundation Plans
- Electrical Site Plan
- Standard Notes & Construction Details
- Project Specifications

The final plans will be prepared in accordance with City of Duluth UDC code requirements and will be submitted along with a final opinion of construction cost.

LHB	<ul style="list-style-type: none">• Complete and submit 95% and 100% plan submittals - complete design to biddable level, including quantity takeoffs and construction details.
City	<ul style="list-style-type: none">• Review and provide feedback on 95% plans.
Deliverables	<ul style="list-style-type: none">• 95% design submittal to City.• 100% Final Plan submittal to City.• Bid-ready special provisions.• Final professional opinion of cost.

WORK PLAN



Task 8 - Bidding Assistance

LHB will assist the City during the bidding period.

LHB	<ul style="list-style-type: none"> • Answer bidder's questions and issue addenda as needed during the bidding process. • Review bids for completeness and provide City with a recommendation.
City	<ul style="list-style-type: none"> • Timely project coordination, comments, and review/feedback questions during bidding.
Deliverables	<ul style="list-style-type: none"> • Bid award recommendation. • Addenda (as required).

Task 9 - Construction Administration

LHB will provide the City with Construction Administration for the Lincoln Park Phase 1 Improvements project.

LHB	<ul style="list-style-type: none"> • Facilitate one pre-construction meeting with the selected contractor. • Provide weekly on-site site observation of construction progress by construction lead - to be coordinated by weekly construction meetings. • Facilitate weekly on-site construction meetings for the duration of the project. • Prepare ASI's, PRs, Change Orders (CO) as necessary. • Review and approve pay applications. • Prepare final site review and punch list upon substantial completion. • Prepare As-Builts for the City
City	<ul style="list-style-type: none"> • Attend pre-construction meeting. • Attend weekly on-site construction meeting for input. • Review and approve CA documentation.
Deliverables	<ul style="list-style-type: none"> • Provide City with final record drawings in paper and electronic format.

WORK PLAN



Task 10 - Roadway Re-Alignment Study

LHB will execute a roadway re-alignment analysis. This analysis will examine the feasibility of the proposed alignment identified in the Lincoln Park Mini Master Plan and offer recommendations with preliminary cost estimates. Please note, our civil engineering team recently completed a similar project for Seven Bridges Road near Lester Park, Duluth.

LHB	<ul style="list-style-type: none">• Investigate and examine road alignment alternative• Develop conceptual layout plan of roadway alignment• Produce a feasibility analysis report
City	<ul style="list-style-type: none">• Timely review of proposed roadway alignment.• City staff and engineering feedback on feasibility of alignment.
Deliverables	<ul style="list-style-type: none">• Conceptual layout plan for roadway alignment• Feasibility analysis report• Preliminary cost estimate

PROJECT SCHEDULE

Schedule

Please note, we are aware that this project is on a tight timeline and we have carefully assessed the project needs. Below is a preliminary schedule for your review.

Notice to Proceed	Mid February 2017
Kickoff Meeting with City of Duluth	Late February 2017
Public Involvement & Schematic Design	March 2017
Design Development	April- May, 2017
Update to Parks Commission	May 10, 2017
Construction Documents	May 10 - June 7, 2017
Bid Advertise	June 7- June 21, 2017
Award Construction Contract	June 28, 2017
Construction (playground complete)*	July 28, 2017 – August 30, 2017
Construction Complete/Project Close out	November 15, 2017

*LHB is aware that the portion of the playground that is being financed by the US Bank Places to Play grant, will need to be installed by August 2017. Not being formally apprised of the specific grant requirements, following review, we can adjust the schedule as necessary.

Anticipated Meetings

Community Meeting:	March 9, 2017
Resident Focus Group:	March 14, 2017
Public Meeting:	April 11, 2017
Presentation to City Stakeholders:	May 23, 2017



TEAM



LHB TEAM

Joe Litman- Senior Vice President

Heidi Bringman- Landscape Architect Project Manager

Lacy Shelby- Landscape Designer

Paul Vogel - Land Surveyor

Brad Scott/Megan Goplin - Civil Engineer

Phil Waugh/Laura Faucher - Historic Preservation/Architect

Chris Miller - Structural Engineer

Todd Mell - Mechanical Engineer

Deb Zimmerman - Electrical Specialist

**Please note: We have assembled our top team of professionals for this project. All team members have experience working with the City of Duluth and were a part of the successful Chambers Grove Park Improvements project, with the exception of our Historic Preservation staff. Staff resumes available upon request.*

FLAGSHIP TEAM

Chad Simich- Owner

Jaqui Zamora- Project Coordinator

CITY TEAM

Lisa Luukkala- Project Coordinator

Dale Sellner- Building and Grounds Supervisor

Jim Shoberg- Project Coordinator

Jim Filby Williams- Director of Public Administration

Andrew Slade- Assistant Parks Manager

Lindsay Dean- Parks Manager

STAKEHOLDER GROUP

Angie Miller- Executive Director, Community Action Duluth

Tim Kittelson- Lincoln Park Site Director, Boys and Girls Club

Jodi Slick- Executive Director, Ecolibrium 3

Tiersa Wodash- Parks Commissioner, District 4

Howie Hanson- City Council Member, District 4

Joel Sipress- Liason to Parks, District 4



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COST PROPOSAL

Project Name **Lincoln Park Phase 1 Improvements**
 Client **City of Duluth**
 Preparer **LHB**

Work Plan	Description	Project Principal	LA Project Manager	LA Designer	Civil Engineer	Historic Pres Architect	Structural Engineer	Elec Engineer	Mechanical Engineer	Land Surveyor	Tech Support	Admin Support	Lump Sum Cost per Phase	Total Labor Costs
		Joe Litman	Heidi Bringman	Lacy Shelby	M. Goplin B. Scott	L. Faucher P. Waugh	Chris Miller	Deb Zimmerman	Todd Mell	Paul Vogel				
1	Design Project Management	4	32	12	0	0	0	0	0	0	0	8		\$ 6,124.00
2	Public Involvement & Participation	0	18	32	0	0	0	0	0	0	8	0		\$ 5,974.00
3	Regulatory Permitting & Approvals	0	8	12	0	14	0	0	0	0	0	0		\$ 3,694.00
4	Park Infrastructure Assessment	2	4	6	0	27	18	4	7	0	2	0		\$ 8,441.00
5	Schematic Design (includes survey)	0	14	20	2	2	4	4	0	5	118	0		\$ 15,720.00
6	Design Development	0	15	34	15	5	9	4	0	0	26	0		\$ 10,675.00
7	Construction Documents	3	26	35	23	0	26	21	0	0	54	8		\$ 20,075.00
Estimated Cost for Design Phase													\$70,703.00	
8	Bidding Assistance	1	3	3	2	0	2	0	0	0	4	4		\$ 1,859.00
9	Construction Administration	0	38	30	5	2	4	2	0	0	16	0		\$ 9,916.00
Estimated Cost for CA Phase													\$11,775.00	
10	Road Re-Alignment Study	1	6	8	36	0	0	0	0	0	36	0		\$ 8,725.00
TOTAL HOURS		11	164	192	83	50	63	35	7	5	264	20		
OTHER DIRECT COSTS (ODC)		<div>This proposal has been prepared and submitted by LHB Inc. Date: February 14, 2017 Submitted By: Heidi Bringman</div>										SUMMARY		
Description	Cost											Labor Cost		\$ 91,203
Survey Equipment	\$ 750.00											Other Direct Costs		\$ 1,675
Travel (mileage at \$0.565/mile)	\$ 375.00											Geotechnical Subconsultant		\$ 4,000
Mail / Delivery	\$ 50.00													
Supplies/ Printing at Cost	\$ 500.00													
Total ODC		\$ 1,675.00												
TOTAL PROPOSAL COST													\$ 96,878	

SURVEY SITE & LIMITS

Provide Topographic Survey. This include MN Gopher State One Call (Boundary Survey Utility Locate) utility locates, locating known visible improvements and topography.



PROJECTS

Project Type
Playspace Design and
Construction
Minneapolis, MN

Client
Ronald McDonald House
Charities, Upper Midwest

*Experience by Lacy Shelby prior to LHB

Ronald McDonald House Playscape



Serving over 5,000 families a year, The Ronald McDonald House, Upper Midwest Charities provides a home-away-from-home for families struggling with a child's serious illness.

The site, a 48-family residential facility with common spaces provides rest and respite for families going to and from treatments and doctor's appointments.

Lacy Shelby in partnership with Flagship Recreation designed an integrated, accessible, nature-inspired playspace for the residents. Featuring a full-court basketball court, bicycle riding circuit, exploratory perennial garden, climbing boulder field and slide mound, and a network of natural woven huts.

Engaging the families was a crucial part of the design of the playscape. Not only were parents interested in areas of contemplation and socialization for themselves, they identified the need for areas designed for children with limited mobility and activities for siblings of those children with serious illnesses.



Lacy led a series of unique children's activities to engage the youth at the facility to ensure elements of the playscape were those desired not just by staff and parents, but by the children.



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COMPANY PROFILE & EXPERIENCE

Play Experience Design, Build & Maintain

www.flagshipplay.com

Legal Name: Flagship Recreation, Inc.

Corp. Type: C-Corporation

Special Designation: Woman-Owned

Number of years in business: 8 years

Total number employees: 10

ABOUT FLAGSHIP RECREATION

Flagship Recreation designs, builds and maintains innovative playgrounds and outdoor spaces for communities across Minnesota. Our work includes a wide range of public, educational, institutional, non-profit and private sector projects. Our process is focused on client engagement, design collaboration and exceeding expectations by prioritizing project consulting before selling. Our team is CPSI certified and trained in graphic design, landscape architecture, park and recreation, finance & merchandising.

Flagship Recreation is the exclusive sales and design team for Landscape Structures playground equipment and other leading outdoor recreation equipment manufacturers including ICON Shelters, Dumor Furnishing, Athletic Connections & Surface America. Our philosophy emphasizes the creation of unique and inclusive community play spaces leveraging the highest quality products and equipment available.

Design – Build - Maintain

A unique team with unique capabilities. Flagship Recreation and our partners are uniquely positioned to cost effectively deliver standard & highly customized equipment designed to emphasize the unique qualities of the natural setting, location aesthetics, location history, project theme and/or project purpose. Flagship Recreation and Landscape Structures have shaped the definition of 'destination' playgrounds, have lead the charge to make inclusive play 'standard' and have demonstrated the ability to provide unique and iconic play structures to celebrate the uniqueness of every neighborhood.

Our Approach

As leaders in play space design, we collaborate with partner teams keeping our client's goals, budget and schedule at the forefront. A successful playground project is no accident but rather a managed process where significant collaboration across parties is required to ensure clients are heard (we listen), that goals are understood (we get what you are saying) and desired project outcomes are completed on time (we plan the work then work the plan).

Flagship has benefitted greatly from working closely with the largest municipalities, school districts and the best Landscape Architecture and Engineering firms in Minnesota. We excel in ensuring the success of our partners in meeting their client's goals and objectives.

Our Products & Services

Flagship Recreation staff are immediately available to assist the city of Duluth with the following products & services:

Services:

Playground Design & Installation
Park Shelter Design & Installation

Safety Surfacing Design & Installation
Engineered Wood Fiber
Playground Safety Audits & Inspections
Playground Maintenance & Repair

Products:

Landscape Structure, Inc. (www.playlsi.com)
RCP Shelters, Inc. (www.rcpshelters.com)
ICON Shelters, Inc. (www.iconsshelters.com)
Engineered Wood Structures (www.ewsstructures.com)
Surface America (www.surfaceamerica.com)
Sylva Corp (www.sylvacorp.com)

OUR TEAM



Kelly Simich, CPSI
Owner, President



Chad Simich
Owner, Vice President of Sales



Brett Altergott, CPSI
Project Consultant



Jaqui Zamora, CPSI
Project Coordinator



Chris Zoebisch, CPSI
Installation Supervisor



Kim Aveldson, CPSI
Parts & Service Manager



**Stacy Strand, CPSI,
OSHA 30 Safety
Certified**
Project Consultant



Jordan Hedlund, CPSI
Project Coordinator



Zach Lohmeier
Installation Services

RECENT PROJECTS

Destination / Custom Projects:

Central Park, 2015, Maple Grove, MN



Madison's Place, 2016, Woodbury MN



Nature Inspired

4th Ave Park, 2014, Minneapolis, MN



Lester Park, 2013, Duluth, MN



Lake Rebecca, 2010, Delano, MN



Landform / Natural Stone

Cedar Hurst, 2015, Cottage Grove MN



Duluth Area Project Portfolio

City of Duluth:

1. Blackmer Park (LSI equip)
2. Cascade Park (LSI equip)
3. Chester Park (LSi equip)
4. Endion Park (LSI equip)
5. Franklin Tot-lot (LSI equip)
6. Irving Park (LSI equip)
7. Lester Park
8. Playfront Park (LSI equip)
9. Chambers Grove

Duluth Schools ISD 709:

1. Congdon Elem
2. Homecroft Elem
3. Lakewood Elem
4. Laura MacArthur Elem
5. Lester Park Elem
6. Lincoln Park Middle School
7. Lowell Elem
8. Myers-Wilkins Elem
9. Piedmont Elem
10. Ordean East (swings only)