

PLANNING & ECONOMIC DEVELOPMENT COMMITTEE

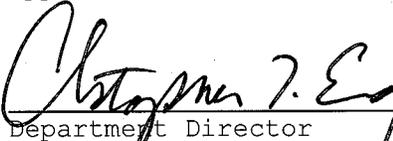
13-0118R

RESOLUTION AUTHORIZING AN AGREEMENT WITH SRF CONSULTING GROUP, INC., FOR A TRAFFIC IMPACT STUDY OF THE PROPOSED DOWNTOWN OFFICE TOWER PROJECT SITE FOR AN AMOUNT NOT TO EXCEED \$27,500.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with SRF Consulting Group, Inc., substantially the same as that on file in the office of the city clerk as Public Document No. _____, for professional services in conducting a traffic impact study of the proposed downtown office tower project site at 425 West Superior Street in Duluth, Minnesota, in accordance with city planning and economic development guidelines and the consultant's revised proposal, dated February 25, 2013, for a total amount not to exceed \$27,500, and payable from Fund 450-030-5441, CP2013-1316b (Capital Improvement Fund, Finance Department, Other Services & Charges, Corporate Tower Project Public Improvements).

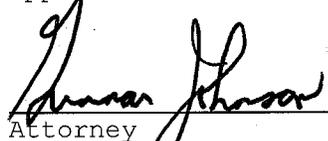
Approved:



Department Director

Purchasing Agent  _____

Approved as to form:



Attorney

Approved for presentation to council:



Chief Administrative Officer

Approved:



Auditor

STATEMENT OF PURPOSE: This resolution authorizes a professional services agreement with SRF Consulting Group, Inc., for an amount not to exceed \$27,500, to complete a traffic impact study of the proposed corporate office tower project site in downtown Duluth. The traffic impact study will be done in conjunction with the design of the parking facility and the Duluth Corporate Tower located at 425 W. Superior Street. The cost of the traffic study will be reimbursed by the TIF bonds.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
SRF CONSULTING GROUP, LLC
AND
CITY OF DULUTH**

THIS AGREEMENT, by and between the City of Duluth, a municipal corporation, hereinafter referred to as "City," and SRF Consulting Group, Inc., located at One Carlson Parkway North, Suite 150, Minneapolis Minnesota, 55447-4443, hereinafter referred to as "Consultant," for the purpose of rendering services to the City.

WHEREAS, the City has requested assistance in preparing a traffic study for the proposed Downtown Corporate Tower Project (the "Project");

WHEREAS, Consultant is an expert in providing clients with engineering, planning and design services;

WHEREAS, Consultant submitted a response to the City's request for assistance with the Project (the "Proposal");

WHEREAS, Consultant has represented that it is qualified and willing to perform services set forth in its proposal;

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 to be Performed.

Consultant will provide the following services: traffic study for the proposed Downtown Corporate Tower Project all of which are described in more detail the Proposal, attached hereto as Exhibit "A" and incorporated herein. Consultant agrees that it will provide its services at the direction of the City's Director of Business & Economic Development ("Director"). In the event of any conflict between the terms of the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the term of this Agreement shall not exceed the sum of Twenty Seven Thousand Five Hundred and 00/100th dollars (\$27,500), **payable** from Fund 450-030-5441 CP2013-1316b (Capital

Improvement Fund, Finance Department, Other Services & Charges, Corporate Tower Project Public Improvements). All bills for services rendered shall be submitted monthly to the Director and include a detailed description of the services provided and corresponding hourly rates for such services. All requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as the City shall reasonably request. Upon receipt of said request and the appropriate documentation, the City shall reimburse Consultant up to the amount set forth above.

III. General Terms and Conditions.

1. Qualifications. Consultant represents that it is qualified and willing to perform the services set forth herein.
2. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement including contract price shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.
3. 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 assigned to the Project is Brian Johnson. Mr. Johnson 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 Mr. Johnson. The foregoing sentence shall not preclude other employees of Consultant from providing support to Mr. Johnson in connection with Consultant's obligations hereunder.
4. Data and Confidentiality, Records and Inspection.
 - a. The City agrees that it will make available all pertinent information, data and records reasonably available to City for Consultant to use in the performance of this Agreement, or to assist Consultant 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 written 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. 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.

5. Standard of Performance.

Consultant agrees that all services to be provided to the City pursuant to this Agreement shall be performed in a competent and workmanlike manner with the degree of skill and care which is in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

6. Contract Period.

Notwithstanding the date of execution, the term of this Agreement shall commence on March 12, 2013 and shall continue until May 15, 2013 unless terminated earlier as provided for herein.

The City 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.

7. 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. Contractor expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

8. Indemnity.

Consultant agrees to defend, save harmless, and indemnify the City of Duluth, its agents, and employees from any loss, cost, or damage by reason of Personal Injury or

property damage of whatsoever nature or kind arising out of, or as a result of, the performance of the work by the Consultant, its employees, agents, or subcontractors.

9. Insurance.

a. Consultant shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

(i) Workers' compensation insurance in accordance with applicable law.

(ii) Public Liability Insurance with limits not less than \$1,000,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

(iii) City of Duluth shall be named as Additional Insured under the Public Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.

(iv) The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms:

(a) ISO Additional Insured Endorsement (CG-2010 pre-2004) and

(b) (ii) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

b. Such insurance shall protect Consultant, 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 Consultant, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

c. Certificates showing that Consultant 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.

10. Notices

Notice to the City or Consultant provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City

City of Duluth
Room 402 City Hall
411 W. 1st Street
Duluth, MN 55802
Attn: Manager, Business Resources

Consultant

SRF Consulting Group, Inc.
One Carlson Parkway North
Suite 150
Minneapolis, MN 55447
Attn: Brian Johnson, P.E.

11. 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.

12. 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.

13. 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. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.

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.

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

CITY OF DULUTH

SRF CONSULTING GROUP, INC.

By: _____
Mayor

By: _____
Its: _____

ATTEST:

City Clerk
Date: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

Exhibit A

PROPOSAL

February 25, 2013

Mr. Christopher Eng
Director of Business and Economic Development
CITY OF DULUTH
Room 402 City Hall
411 West First Street
Duluth, MN 55802

SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES FOR TRAFFIC IMPACT STUDY
FOR THE 425 CORPORATE BUILDING
DULUTH, MINNESOTA

Dear Mr. Eng,

We are pleased to submit this proposal to conduct a traffic impact study for the proposed development of the 425 Corporate Building in downtown Duluth. The proposed development site is located at 425 West Superior Street, which may include a 15-story office building with a municipally owned and operated underground parking ramp with a potential capacity for up to 600 cars.

The goal of this study is to better understand the potential traffic impacts on the existing downtown roadway system due to the proposed development and to provide recommendations to mitigate these impacts. This study is being conducted prior to submittal of the developers proposed building plans in an effort to help inform and guide the preliminary design process, including identifying optimum entrance/exit locations. This study will include collecting traffic data at key intersections that are heavily utilized during the morning and evening commutes to and from the downtown area.

SRF will conduct this study under the following assumptions based on conversations with City staff:

- Communications with the potential developer will go through City staff.
- AM/PM Peak Hour traffic data will be collected at locations shown in Figure 1 (attached).
- There are currently no significant trips to/from the site being that it is currently vacant.
- Proposed office space is approximately 300,000 square feet (70% occupancy).
- Alleyway behind site will remain in place.
- Proposed underground parking facility will accommodate up to 600 cars.
- The ITE Trip Generation Manual will be used to compare expected trip rates.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

- Parking at the facility will likely be monthly contract (assumes primary use is a normal 8 a.m. to 5 p.m. work day).
- Coordination with MnDOT will be required.
- City will furnish historical traffic volume, signal timing plans, and recent crash information.
- Detailed concept drawings are not included as a part of this scope.

SCOPE OF SERVICES

Based on our understanding of the project, SRF proposes to carry out the work as described in the following tasks:

- 1) Provide day-to-day project management and administration, as well as project coordination with City staff and MnDOT. Coordination will include weekly phone calls, e-mails, written correspondence, and up to two (2) in-person meetings for two (2) staff persons.
- 2) Collect and review historical traffic volume, signal timing plans, and crash information within the study area to be provided by the City. This task will include a detailed crash analysis to be included in the report.
- 3) Collect a.m. and p.m. peak period intersection turning movement counts at the key intersections shown in Figure 1 (assumes up to 25 intersections will be counted).
- 4) Analyze a.m. and p.m. peak hour operations at the key intersections shown in Figure 1 under existing conditions. Determine levels of service and queue lengths at controlled intersections that may affect project.
- 5) Determine adjacent developments and/or land uses expected to be completed within the study area for inclusion in the traffic study. This will include a review of future transportation improvements in the area.
- 6) Analyze a.m. and p.m. peak hour intersection operations at the intersections shown in Figure 1 under future year 2015 no build conditions (one year after opening). Determine levels of service and queue lengths at controlled intersections that may affect project.
- 7) Estimate the number of trips that are generated by the proposed development for the a.m. and p.m. peak periods and on a daily basis using the current ITE trip generation rates.
- 8) Develop a trip distribution model to allocate the trips generated by the proposed development to the adjacent roadway network. Trips will be distributed based on a combination of historical and existing traffic patterns.
- 9) Analyze a.m. and p.m. peak hour intersection operations at the intersections shown in Figure 1 under future year 2015 build conditions (one year after opening). Determine what improvements, if any, are needed to accommodate the proposed redevelopment with acceptable levels of service.

- 10) Evaluate and recommend site specific enhancements including traffic control types/locations, optimal traffic circulation patterns, and potential access configurations.
- 11) Prepare a draft traffic impact study report documenting the study findings and recommendations. Make revisions as appropriate based on City and MnDOT review and prepare a final memorandum. Three copies will be submitted for review on standard 8 ½ inch by 11 inch letter size paper. The traffic impact study report will include the following:
 - a) Report Letter
 - i) Identifying the persons to whom the report is addressed.
 - ii) Summarizes the findings and recommendations.
 - b) Proposed Development and Study Area
 - i) Describes proposed development.
 - ii) Map of site and street network.
 - iii) Identifies intersections/highway links to be analyzed.
 - c) Existing Traffic Conditions
 - i) Figures showing ADTs, peak hour turning movements and levels of service (for p.m. peak hour and peak hour of development unless otherwise directed by the city traffic engineer).
 - ii) Indicates roadway/intersection geometrics, street right-of-way, type of traffic control at intersections, traffic regulations (i.e. no parking zones posted speed limit), and bus stops.
 - iii) Determines queue lengths at controlled intersections that may affect project.
 - d) Future Projected Traffic Conditions Without Development
 - i) Figures showing future projected ADTs, peak hour turning movements and levels of service.
 - ii) Identifies changes in road network and land use expected under full development conditions.
 - iii) Determines queue lengths at controlled intersections that may affect project.
 - e) Proposed Site Traffic
 - i) Site-generated traffic – ADT and peak hours. (If development is to be completed in phases, show cumulative traffic for each phase added.)
 - ii) Figures showing distribution by direction of approach.
 - iii) Figures showing assignment (volumes and turning movements) to each link in the network analyzed.
 - iv) "Pass-by" trip assumptions, distribution and assignment.
 - f) Traffic Impact of Proposed Development
 - i) Figures showing ADTs, peak hour turning movements and level of service for present conditions with proposed development.
 - ii) Figures showing ADTs, peak hour turning movements and level of service for future projected conditions with proposed development.
 - iii) Determination of queue lengths at controlled intersections that may affect the project.
 - iv) Review of ingress/egress sight distance, capacity and safety.

- v) Review of on-site circulation for vehicles and pedestrians.
- vi) Review of driveway and parking lot design for compliance with city standards and codes.
- g) Problem Areas
 - i) Identifies congestion or safety problems for present conditions with proposed development.
 - ii) Identifies congestion or safety problems under full development conditions with proposed development.
- h) Recommended Improvements and Solutions
 - i) Identifies possible short-term improvements and solutions.
 - ii) Identifies possible long-term improvements and solutions.
 - iii) Recommends improvements and solutions.
- i) Appendices
 - i) Capacity analysis calculations, data and assumptions (Provides sufficient information for reviewer to follow analysis and to be able to spot check results.)
 - ii) Queue length analysis calculations, data and assumptions.
 - iii) Other pertinent information that may be needed to explain or justify data used in the report (i.e., if data from an actual field study of sites in the metro area is used in place of ITE trip generation rates, then a report of the field study results should be included in the appendix.)

SCHEDULE

We are prepared to begin immediately and will complete this work within a mutually agreed-upon time schedule. Assumes study will be completed within a 45-day period from notice to proceed.

BASIS OF PAYMENT/BUDGET

We propose to be reimbursed for our services on an hourly basis for actual time expended. The project cost includes out-of-pocket expenses (printing, reproduction, etc.), billed at cost, and mileage, which will be billed at a rate not to exceed the IRS allowance for business miles. Invoices would be submitted on a monthly basis for work performed during the previous month, with payment due within 30 days.

Based on our understanding of the project and scope of services, the cost of our services is not to exceed \$27,500, which includes both time and expenses.

CHANGES IN THE SCOPE OF SERVICES

It is understood that if the scope or the extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin until we receive authorization from you.

ACCEPTANCE/NOTICE TO PROCEED

A signed copy of this proposal, either mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is bjohnson@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Brian C. Johnson, PE (MN IA SD)
Principal

LG/gjd

Attachments: Figure 1 – Study Location Map
Figure 2 – Work Tasks and Person Hours Estimate

APPROVED:

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

SRF P13208

CLIENT: CITY OF DULUTH
 PROJECT: TRAFFIC IMPACT STUDY
 PROPOSED MAURICES CORPORATE BUILDING
 DULUTH, MINNESOTA

CONSULTANT: SRF CONSULTING GROUP, INC.
 SUBCONSULTANT:

***** ESTIMATED PERSON-HOURS *****

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOC.	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	TOTAL FEE
	TOTAL ESTIMATED PERSON HOURS	22	0	56	0	116	22	100	316	
	AVERAGE HOURLY BILLING RATES	\$170.00	\$144.00	\$104.00	\$93.00	\$84.00	\$60.00	\$55.00		
	ESTIMATED LABOR AND OVERHEAD	\$3,740	\$0	\$5,824	\$0	\$9,744	\$1,320	\$5,500		\$26,128
	ESTIMATED DIRECT NON-SALARY EXPENSES									\$1,372
	TOTAL ESTIMATED FEE									\$27,500 =====

ESTIMATE OF DIRECT NON-SALARY EXPENSES

MILEAGE:	1,830 Miles @	\$ 0.565 per mile	\$1,034
REPRODUCTION:			
Copy Duplication	190 Copies @	\$ 0.10	\$19
Bond Prints	0 Copies @	\$ 6.00	\$0
Color Printing	190 Copies @	\$ 0.60	\$114
COMMUNICATIONS:	Mail, Express, Etc.		\$150
SUPPLIES			\$55
SUBCONSULTANT:			\$0
ESTIMATED DIRECT NON-SALARY EXPENSES			\$1,372 =====