

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the «18<sup>th</sup>» day of «June» in the year «2024»  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

«City of Northfield»« »  
«801 Washington Street »  
«Northfield MN 55057 »

and the Architect:  
(Name, legal status, address and other information)

«JLG Architects Inc. »« »  
«-710 S 2<sup>nd</sup> Street 8<sup>th</sup> Floor »  
«Minneapolis, MN 55401»  
«

for the following Project:  
(Name, location and detailed description)

«Northfield Ice Arena »  
«Architectural, Engineering, and Construction Administration Services for an Ice Arena within the City of Northfield that consists of a ~46,000 SF Modern Ice Arena with 500 spectator seating capacity, lobby, concession stand, youth and high school locker rooms, and multipurpose rooms, among other improvements. The project includes, among other services, site preparation, plan and specification preparation, contract document preparation, bidding, assistance and coordination with selected general contractor and/or construction manager. »

The Owner and Architect agree as follows.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*<sup>5</sup>

« Work shall include assistance to the Owner as described in the Request for Proposals (RFP) including Preferred Design Plan selection, obtaining necessary Project approvals, providing completed plans and specifications fully describing the Project for public bid, preparation of all contract and bidding documents, bid evaluation and selection, and design and engineering services required to complete the Project as described in detail herein. »

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

« This project includes an Ice Arena within the City of Northfield that consists of a ~46,000 SF Modern Ice Arena with 500 spectator seating capacity, lobby, concession stand, youth and high school locker rooms, and multipurpose rooms, among other improvements. The project includes, among other services, site preparation, plan and specification preparation, contract document preparation, bidding, assistance and coordination with selected general contractor and/or construction manager. The optional upgrades will be explored during the design phase, those include 1<sup>st</sup> Floor Dryland, Upper Level Dryland, and Precast Stadium Seating.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

\$20,896,498 Project Cost for Ice Arena

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«Complete Design January 1, 2025»

.2 Construction commencement date:

«April 1, 2025»

.3 Substantial Completion date or dates:

«July 1, 2026»

.4 Other milestone dates:

«Not Applicable»

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

« Competitive Bid – Public Project, General Contractor and/or Construction Manager »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

« Project compliance with Northfield Sustainable Building Guidelines »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

«David Bennett, Public Works Director/City Engineer  
Phone: 507-645-3006  
Email: David.bennet@ci.northfield.mn.us»

§ 1.1.8 The persons or entities, in addition to the Owner's representatives, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

« Jayson Dwelle, Facilities Manager  
Phone: 504-645-3034  
Email: Jayson.dwelle@ci.northfield.mn.us»

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

«To be determined »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

« Tom Betti, AIA \_\_\_\_\_ »  
« Principal in Charge \_\_\_\_\_ . »  
« JLG Architects \_\_\_\_\_ »  
« 710 South Second Street, 8<sup>th</sup> Floor \_\_\_\_\_ »  
« Minneapolis, MN\_55401 \_\_\_\_\_ »  
«tbetti@jlgarchitects.com  
Phone: 612-902-8095 »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Nelson-Rudie and Associates \_\_\_\_\_ »« »  
«9100 49<sup>th</sup> Avenue North \_\_\_\_\_ »  
«Minneapolis, MN 55428 \_\_\_\_\_ »  
«Eric Nelson, PE \_\_\_\_\_ »  
55414 »

.2 Mechanical Engineer:

« Nelson-Rudie and Associates \_\_\_\_\_ »« »  
«9100 49<sup>th</sup> Avenue North \_\_\_\_\_ »  
«Minneapolis, MN 55428 \_\_\_\_\_ »« »  
«Mike Anderson, PE \_\_\_\_\_ »  
« \_\_\_\_\_ »

.3 Electrical Engineer:

Nelson-Rudie and Associates \_\_\_\_\_ »« »  
«9100 49<sup>th</sup> Avenue North \_\_\_\_\_ »  
«Minneapolis, MN 55428 \_\_\_\_\_ »  
Jeff Piehl, PE \_\_\_\_\_ »»

.4 Civil Engineer:

Bolton & Menk \_\_\_\_\_ »« »  
«3300 Fernbrook Ln North, Suite 300 \_\_\_\_\_ »  
« Plymouth, MN 55447 \_\_\_\_\_ »  
Brad Fisher, PE \_\_\_\_\_ »

.5 Landscape Architect:

« Bolton & Menk \_\_\_\_\_ »« »  
«3300 Fernbrook Ln North, Suite 300 \_\_\_\_\_ »  
« Plymouth, MN 55447 \_\_\_\_\_ »  
Jay Pomeroy, PLA \_\_\_\_\_ »« »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »

.6 ~~Cost Estimator~~-Refrigeration Consultant



«B32 Engineering Group \_\_\_\_\_»  
«2211 O'Neil Rd. \_\_\_\_\_»  
Hudson, WI 54016 \_\_\_\_\_»  
«Scott Ward, PE \_\_\_\_\_»

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

« None »

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects with experience in projects of similar size, scope and complexity practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously in accordance with this Agreement and as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by the Architect's breach of this standard of care. The Architect shall put forth reasonable efforts to complete its duties in a timely manner. The Architect shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. The Architect shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

**§ 2.2.1** The Architect shall perform its services in compliance with the professional standard of care relative to all applicable Federal, State and local laws, statutes, ordinances, rules, regulations and codes now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Architect is responsible.

**§ 2.2.2** Wherever this Agreement provides that the Architect may rely on information provided by Owner, from any source, such reliance shall be reasonable, based on the Architect's standard of care.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall, at its sole cost and expense, maintain the following insurance, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater, for the relevant claims period for this Project for the duration of this Agreement, and for a date of at least three years after the date of Substantial Completion or earlier termination of this Agreement, with insurers having an A.M. Best rating of A-VII or better and licensed to do business in the state of Minnesota

**§ 2.5.1** Commercial General Liability (including contractual liability) with policy limits of not less than the following:

\$4,000,000 General Aggregate (per project)  
\$2,000,000 Products/Completed Operations  
\$2,000,000 Each Occurrence  
\$2,000,000 Personal/Advertising Injury (any one person or organization)  
\$50,000 Fire Damage (any one fire)  
\$5,000 Medical Payments (any one person or occurrence)

The Architect shall provide umbrella or excess liability insurance of not less than One Million Dollars (\$1,000,000). The Architect may additionally use umbrella or excess liability insurance to achieve the above required coverage for Commercial General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «Two MillionDollars » (\$ « 2,000,000.00 » ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage such as statutory personal injury protection.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « Two Million Dollars » (\$2,000,000.00) each accident, « Two Million Dollars » (\$2,000,000.00) each employee, and Two Million (\$ 2,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « Three Million » (\$ « 3,000,000.00 » ) per claim and « Five Million » (\$ « 5,000,000.00 » ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 Valuable Papers. The Architect shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed and electronic documents on an all-risk basis in an amount sufficient to cover the cost of research, re-creation or reconstruction of valuable papers or records related to the project.

§ 2.5.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 The Architect shall indemnify and hold harmless Owner, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages attributable to or caused by the Architect or its agents, employees, contractors, subcontractors, or sub-consultants with respect to the Architect's performance of its obligations under this Agreement. The Architect shall defend Owner against the foregoing, or litigation in connection with the foregoing, at the Architect's expense. Owner, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Owner. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. The Architect agrees, that in order to protect itself and the Owner under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in this Agreement. Nothing in this Contract shall be construed to waive any immunities or limitations to which Owner is

entitled under Minn. Stat. Chapter 466 or otherwise.

§ 2.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Article. The certificates will name the Owner as an additional insured on the Commercial General Liability, Automobile Liability, umbrella or excess policies. Such proof of insurance shall confirm that the insurer has agreed that it will not cancel the insurance without giving the Owner thirty (30) days advance written notice of its intent to cancel, except for 10 days notice of cancellation due to non-payment. The Architect shall likewise demand from its consultants proof of insurance meeting the foregoing requirements as a condition precedent to their engagement to perform services on the Project. The Architect shall not commence work under this Contract until the Architect has obtained all insurance required herein and such insurance has been approved by the Owner, nor shall the Architect allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance. All this insurance coverage shall be maintained throughout the life of this Contract.

§ 2.8 The Architect's policies shall be primary insurance to any other valid and collectible insurance available to the Owner with respect to any claim arising out of The Architect's performance under this Contract. The Architect is responsible for payment of Contract related insurance premiums and deductibles. The Architect's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance. All policies listed above, except professional liability, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis. The Architect shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

§ 2.9 If the Architect fails to provide the specified insurance, then the Architect will defend, indemnify and hold harmless the Owner and the Owner's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the Owner (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of the Architect, its subcontractors, agents, employees or delegates. The Architect agrees that this indemnity shall be construed and applied in favor of indemnification. The stated indemnity continues until all applicable statutes of limitation have run.

§ 2.10 Notwithstanding the foregoing, the Owner reserves the right to immediately terminate this Contract if the Architect is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the Architect.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants, provided, however, that Architect must verify the accuracy of information obtained regarding public utility facility location. Owner makes no warranty as to their accuracy. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once

approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall provide all surveys, site evaluation, planning, conformed construction documents, as-designed record drawings and post-occupancy evaluation.

## § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program, design concept, and other information furnished by the Owner, and shall follow laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) evaluating bids or proposals by reviewing the substance of the bids or proposals submitted and providing a recommendation to the Owner identifying the lowest responsible bid or proposal recommended for selection by the Architect, if any; (4) reviewing references for the Contractor which submitted the lowest responsible bid or proposal recommended for selection by the Architect; and (5) assisting the Owner in awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** In addition to Section 3.5.1, the Architect shall assist the Owner in bidding the Project by:

- .1** preparing all Bidding Document including Contract Documents and facilitating the distribution of Bidding Documents to prospective bidders;
- .2** organizing and conducting a pre-bid conference for prospective bidders;



- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .5 confirming responsiveness of bids and whether bids have been submitted by a responsible contractor;
- .6 evaluating bids by reviewing the substance of the bids submitted and providing a recommendation to the Owner identifying the lowest responsible bid recommended for selection by the Architect and determining the successful bid, if any; and
- .7 reviewing references for the Contractor which submitted the lowest responsible bid recommended for selection by the Architect; and
- .8 assisting the Owner in awarding and preparing contracts for construction.

§ 3.5.2.3 The Architect shall, as an Additional Service, consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Nothing in this section is intended, or shall be construed, to negate the Architect’s duties to the Owner as provided in this Agreement.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between by the Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **§ 4.1 Supplemental Services**

« None »

### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in



accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two » ( «2 » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «Thirty » ( «30 » ) bi-weekly and as needed visits to the site by the Architect during construction, and remote/virtual attendance at Thirty (30) construction meetings by the Architect during construction
- .3 «Ten » ( «10 » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One » ( «1 » ) inspections for any portion of the Work to determine final completion.

§ 4.2.3 Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.4 If the services covered by this Agreement have not been completed within «thirty » (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 Any direct communication between the Owner or the Owner's Designated Representative and the Contractor that affect the performance or administration of the Work shall be made or confirmed in writing, with copies to the Architects.

§ 5.17 The Owner shall indemnify protect, save, hold harmless, and insure the Architect, and its respective officers, directors, employees, members, and agents, from and against any and all claims and demands for, or litigation with respect to, all damages that may arise out of or be caused by Owner or its agents, employees, contractors, subcontractors, or sub-consultants with respect to Owner's performance of its obligations under this Agreement. Owner shall defend the Architect against the foregoing, or litigation in connection with the foregoing, at Owner's expense, with counsel reasonably acceptable to the Architect, except that the Owner shall not have the duty to defend the Architect or any of the above-described indemnitees against the foregoing, or litigation in connection with the foregoing, in which the claimant alleges professional errors or omissions of the Architect that are the subject of the Professional Liability Insurance in Article 2 of this Agreement.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area,

volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for Owner's purposes, including constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. The Owner's non-exclusive license to use the Instruments of Service shall be governed by Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 If this Contract requires, or the Architect desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Architect shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made, the Architect shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed,

device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

§ 7.6 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligations under this section shall survive completion of services or termination of this Agreement.

### § 8.2 Mediation

#### § 8.2.1

The parties agree to submit all claims, disputes or controversies (whether based upon the law or contract, negligence, other common law or statute) arising out of, or in relation to, the interpretation, application or enforcement of this Agreement, including dispute resolution procedures, to mandatory discussion, including a discussion of whether the claim, dispute or controversy is appropriate for mediation prior to judicial action or other remedies. The parties agree to give prompt written notice of any dispute. Within seven days after the notice, principals of each party with authority to settle the dispute shall participate in direct, informal discussions. If such claim, dispute or controversy relates to or is the subject of a lien arising out of the Architect's services, nothing in this section shall prohibit the Architect from proceeding in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 8.2.2 If the parties agree to submit a claim, dispute, or controversy to voluntary mediation, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties agree to mediate before any dispositive motions or trial.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

☐

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.



## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Architect fails to perform any of the provisions of this Agreement or so fails to administer the services detailed in this Agreement in such a manner as to endanger the performance of this Agreement, this shall constitute default. Unless the Architect's default is excused by Owner, Owner may, upon not less than seven days' written notice, cancel this Agreement or exercise any other rights or remedies available to Owner under this Agreement or law.

§ 9.2 Except for amounts that are the subject of a good-faith dispute, if the Owner fails to make payments to the Architect in accordance with this Agreement, for services performed to the satisfaction of the Owner's Representative, or otherwise fails to substantially perform its obligations under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums which are not the subject of a good-faith dispute prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project, the Architect shall be compensated for services performed to the satisfaction of the Owner's Representative prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.4 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed to the satisfaction of the Owner's Representative and Reimbursable Expenses incurred prior to termination, provided such services and expenses had been authorized by Owner pursuant to this Agreement before they were performed or incurred. The Architect shall not be entitled to anticipated profits.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7. In the event of Termination, and upon payment to the Architect of all sums that are not the subject of a good faith dispute, the Owner and its designated agents and consultants, shall have a non-exclusive license to use the Architect's, and its consultant's, Instruments of Service, documents, data, and records relating to the Project, in the condition they were in on the date of Termination, for the limited purpose of completing, maintaining, and operating the Project. The Architect's contracts with its consultants shall incorporate provisions whereby its consultants agree to be bound by the terms of this section. Upon request, the Architect and its consultants shall promptly furnish the Owner with legible copies of their Instruments of Service, documents, data, and records relating to the Project, and the Owner shall reimburse the Architect and its consultants for their reasonable copying and clerical expenses therefor.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of law principals.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. By executing this Agreement, the parties state that they have carefully read this Agreement and understand fully the contents thereof, that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 Subject to any applicable requirements of the Minnesota Government Data Practices Act, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Architect, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of Owner for any purpose. No statement contained in this Agreement shall be construed so as to find the Architect to be an employee of Owner, and the Architect shall not be entitled to any of the rights, privileges, or benefits of employees of Owner, including but not limited to, workers' compensation, health/death benefits, and

indemnification for third-party personal injury/property damage claims.

**§ 10.10.1** The Architect acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the Architect, and that it is the Architect's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

**§ 10.10.2** The Architect shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

**§ 10.10.3** The Architect is responsible for hiring sufficient staff to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.

**§ 10.11** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Architect agrees that Owner, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Architect and involve transactions relating to this Agreement.

**§ 10.11.1** The Architect agrees to maintain these records for a period of six years from the date of termination of this Agreement.

**§ 10.12** The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

**§ 10.13** The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

**§ 10.14** The Architect warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of the Architect's association with Owner.

**§ 10.15** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

**§ 10.16** No elected official, officer, or employee of Owner shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**§ 10.17** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.* The Architect agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Architect understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Architect in performing those functions that the Owner would perform is subject to the requirements of the Act, and The Architect must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Architect to provide the public with access to public data if the public data is available from the Owner, except as required by the terms of this Contract.

**§ 10.18** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.



§ 10.19 This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

§ 10.20 The Architect and Owner, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

§ 10.21 The Architect and Owner each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

§ 10.22 Each deliverable shall be subject to a verification of acceptability by the Owner to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on the Owner's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, the Owner will notify the Architect specifying reasons in reasonable detail, and the Architect will, at no additional cost, conform the deliverable to stated requirements of this Contract.

§ 10.23 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the Owner and The Architect.

§ 10.24 The Architect shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which The Architect is responsible.

§ 10.25 The Architect hereby covenants and agrees that The Architect will not permit or allow any mechanic's or materialman's liens to be placed by subconsultants of Architect on the Owner's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on Owner's interest, The Architect shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that The Architect may contest any such lien provided The Architect first posts a surety bond, in favor of and insuring the Owner, in an amount equal to 125% of the amount of any such lien.

§ 10.26 The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

§ 10.27 Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

§ 10.28 All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Owner and The Architect arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

« \$1,805,855.00, invoiced monthly on an hours-incurred, not-to-exceed basis.»

**.2 Percentage Basis**  
(Insert percentage value)

« » ( « » ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

**.3 Other**  
(Describe the method of compensation)

« »

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Not Applicable »

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

JLG deleted the table because the hourly rates are defined in Appendix A

« Time and Materials based on Architect's standard hourly rate tables in Exhibit A. »

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect ( » %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)


JLG deleted the table because the hourly rates are defined in Appendix A

«  
« Time and Materials based on Architect's standard hourly rate tables in Exhibit A. »  
»

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« Not Applicable, refer to 11.3 and 11.4 above »

## **§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 ;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants **ten percent (10%)**. The Architect shall be reimbursed for actual expenses incurred without any mark-up.

« »

## **§ 11.10 Payments to the Architect**

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « 60 » ( « sixty » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

« 1.5.00 » % « per month »

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. The Owner's right, if any, to offset sums due the Architect shall be governed by applicable law, including, but not limited to the the Municipal Prompt Payment Act, Minn. Stat. § 471.425.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. . The Architect shall keep and maintain accurate documentation of all claimed reimbursable expenses in such a form that they may be independently audited.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

«None. »

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ☐ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[ ☒ ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Scope of Services, Exhibit A »

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

« City of Northfield Request for Proposal  
proposal »

This Agreement entered into as of the day and year first written above.

**City of Northfield**

**JLG Architects, Inc.**

OWNER (Signature)

«Rhonda Pownell » «Mayor »

(Printed name and title)

ARCHITECT (Signature)

« » « Thomas J. Betti, Sport Studio Director and  
Principal in charge »

(Printed name, title, and license number, if required)

OWNER (Signature)

«Lynette Peterson » «City Clerk »

(Printed name and title)



## EXHIBIT A



# NORTHFIELD ICE ARENA



PROPOSAL RESPONSE  
APRIL 24, 2024



# What's Inside

## 1 PROPOSER INFORMATION

Proposer Information

About JLG

Build Something Great

## 4 PROJECT APPROACH

Project Understanding

Project Approach

Work Plan

## 10 BASIC EXPERIENCE & PERSONNEL RESOURCES

Overall Company Inventory

Recent Project Experience

## 16 PROJECT SPECIFIC QUALIFICATIONS

References

JLG & Consultant Collaboration

Team Organization & Project Staff

## 29 PROPOSED PROJECT TIMELINE & COMPENSATION

Project Schedule

Proposed Compensation



### JLG Architects

710 S Second Street | 8th Floor  
Minneapolis, MN 55401  
612.746.4260  
jlgarchitects.com

Dear David,

JLG Architects is pleased to offer this proposal for Architectural/Engineering and Construction Administration Services for the new planned Ice Arena in Northfield, MN. JLG would welcome the opportunity to continue the work we started with the feasibility study. On the following pages we have outlined all the information requested in the RFP.

**BUILD SOMETHING GREAT** Established in 1989, we are an award-winning design firm; an ESOP numbering 198 employee-owners in ten offices, and have a lengthy and impressive portfolio of ice arena projects. Because of this list of projects, nearly all with a small group of dedicated consultant engineers, the JLG team is very-well suited to provide unmatched design and documentation services to the City of Northfield, as evidenced by the personnel who will work on this project with you. A majority of this team helped complete the feasibility study for the Northfield Ice Arena – we are extremely familiar with the project needs, local area, and working with the City and its requirements. Additionally, Zach Finstrom has been a part of dozens of community ice rink efforts, and Randy Lieberg is an expert in ice facility technical needs and is a CIRM, Certified Ice Rink Manager, through the US Ice Rink Association.

**TEAM CONTINUITY** JLG is a leader in ice arena design, consulting on facilities across the country. We have assembled an experienced and creative team to develop a successful project for the City of Northfield. All out team members have worked closely together on many ice arena projects.

- **B32 Engineering Group:** B32 is a national leader in ice arena system design and engineering. JLG has collaborated with Scott Ward and his staff at B32 on well over 40 ice arena projects
- **Nelson Rudie and Associates:** NRA has collaborated with JLG on numerous ice arena projects providing structural, mechanical, electrical, and plumbing engineering. NRA is a leader in sustainability requirements and opportunities for ice arena projects, and is currently working with JLG on LEED Silver and B3 ice arena projects
- **Bolton & Menk:** BM is regional leader in civil, surveying, and landscape architecture and understands the unique qualities of an ice arena site and how vehicles enter and exit and take into account both safety and sustainability initiatives that bring the building and site together.
- **Braun Intertec:** Braun will be providing the geotechnical services for the site. Braun brings a keen understanding of the requirements of ice arena design, providing insight into the structural loading and frost mitigation requirements required for an ice arena.

**DEDICATED AND READY** We have assembled a winning team with the availability, capacity, vision, and ice expertise to meet your goals with proven competence, delivery, and follow-through. We are ready, excited, and committed to collaborating on your vision while meeting project and schedule goals. Our past relationship and combined team's depth is your strategic advantage to deliver a stellar ice arena that will elevate your City's recreational offerings for decades to come.

We look forward to discussing your project further and exploring how JLG can bring your ice dreams to life!

Sincerely,

A handwritten signature in blue ink that reads "t.betti".

Tom Betti, AIA  
tbetti@jlgarchitects.com | 612.902.8095





A joint project that brought the goals of the school district and youth hockey association together, creating an economical and community-focused arena that pays homage to regional industry.

ST. LUKES SPORTS & EVENT CENTER  
PROCTOR, MN | JLG, B32



# 01

## PROPOSER INFORMATION





SHAKOPEE COMMUNITY CENTER & ICE ARENA  
SHAKOPEE, MN | JLG

# PROPOSER INFORMATION

## JLG ARCHITECTS

**Full Company Name:** Johnson Laffen Galloway, Ltd.  
**Main Contact:** Tom Betti | [tbetti@jlgarchitects.com](mailto:tbetti@jlgarchitects.com) | 612.902.8095  
**MN Tax ID Number:** 1155181

- Branch Offices:**
- **Minneapolis:** 710 South Second Street, 8th Floor, Minneapolis, MN 55401
  - **St. Cloud:** 505 West Saint Germain Street, Suite 200, St. Cloud, MN 56301
  - **Alexandria:** 525 Broadway, Alexandria, MN 56308
  - **Fargo:** 214 Broadway, Fargo, ND 58102
  - **Grand Forks:** 323 DeMers Avenue, Second Floor, Grand Forks, ND 58201
  - **Bismarck:** 402 East Main Ave, Bismarck, ND 58501
  - **Williston:** 301 Second Street East, Suite A, Williston, ND 58801
  - **Sioux Falls:** 230 South Main Avenue, Sioux Falls, SD 57104
  - **Rapid City:** 510 ½ Ninth Street, Suite 202, Rapid City, SD 57701

## NELSON-RUDIE & ASSOCIATES (NRA)

**Full Company Name:** Nelson-Rudie & Associates, Inc.  
**Main Contact:** Eric Nelson | [eric.nelson@nelsonrudie.com](mailto:eric.nelson@nelsonrudie.com) | 763.367.7613  
**MN Tax ID Number:** 6940778

## BOLTON & MENK (BM)

**Full Company Name:** Bolton & Menk, Inc.  
**Main Contact:** Jay Pomeroy | [jay.pomeroy@bolton-menk.com](mailto:jay.pomeroy@bolton-menk.com) | 763.227.6526  
**MN Tax ID Number:** 8323511

## B32 ENGINEERING

**Full Company Name:** B32 Engineering Group, Inc.  
**Main Contact:** Scott Ward | [scott.ward@b32eng.com](mailto:scott.ward@b32eng.com) | 715.245.8839  
**MN Tax ID Number:** N/A





# 175+

## DESIGN AWARDS

Committed to raising the bar & elevating expectations

# <1%

## DESIGN CHANGE ORDERS

On average at JLG – the national average is 2-5%

# \$47M

## EST. ENERGY SAVINGS

In potential energy costs on over 350 projects by using energy reduction building strategies that align with our 2030 Carbon Neutral commitment

## ABOUT JLG ARCHITECTS

Since our founding in 1989 as a two-person firm in Grand Forks, North Dakota, JLG Architects has evolved into one of the country's most trusted, respected, and awarded architecture firms. With a "Design for Life" approach to architecture, our founder's integrity and vision became the firm's catalyst for national growth. Thirty-five years later, our studio-led practice empowers us to cater design services for a dynamic cross-section of clients while still carrying forward the original devotion to service we were born into.

We don't build projects, we build relationships. From our humble beginnings, this has always been more than just a job to us – it is about making life better for our clients and their communities.

We have nine offices across three states, but our portfolio reaches every corner of the country. Our team of dedicated experts bring passion, understanding, and intelligent ideas that deliver long-term strategic solutions. We love our clients because they allow us to elevate what it means to provide value, increase well-being, enhance their brand standards, and secure the bottom line; to create communities that thrive and environments that inspire, all within responsible budgets.

### GOOD DESIGN & GOOD SENSE

JLG lives and breathes design excellence, making it our priority at every level, and within every role. **We use innovative design to generate solutions that solve problems and prepare our clients for the future.** Function is the baseline; form is what lifts the spirit and elevates the experience.

### RAISE THE BAR, NOT THE BUDGET

Our clients' budgets are as intertwined in our design solutions as the architecture itself. We work closely with our clients to create value-driven "experiences" that are regularly cost-checked by our in-house cost estimating team. **Led by JLG's Director of Construction Services, this group has averaged 1.4% under budget on thousands of projects over 35 years.**

### POSITIVE PERFORMANCE

At JLG, we do more than merely follow sustainable design certification systems like LEED. We advance comprehensive sustainability by addressing Human Experience, Positive Performance, and Financial Prosperity. We are explorers driven to discover, looking for new insights that support your own operational well-being needs. **We create solutions that meet our clients' goals while potentially lowering operation costs and designing flexible, resilient buildings that last well into the next generation.**





# TOP 20

## SPORTS ARCHITECTURE FIRMS

Building Design+Construction, Annual Giants Report

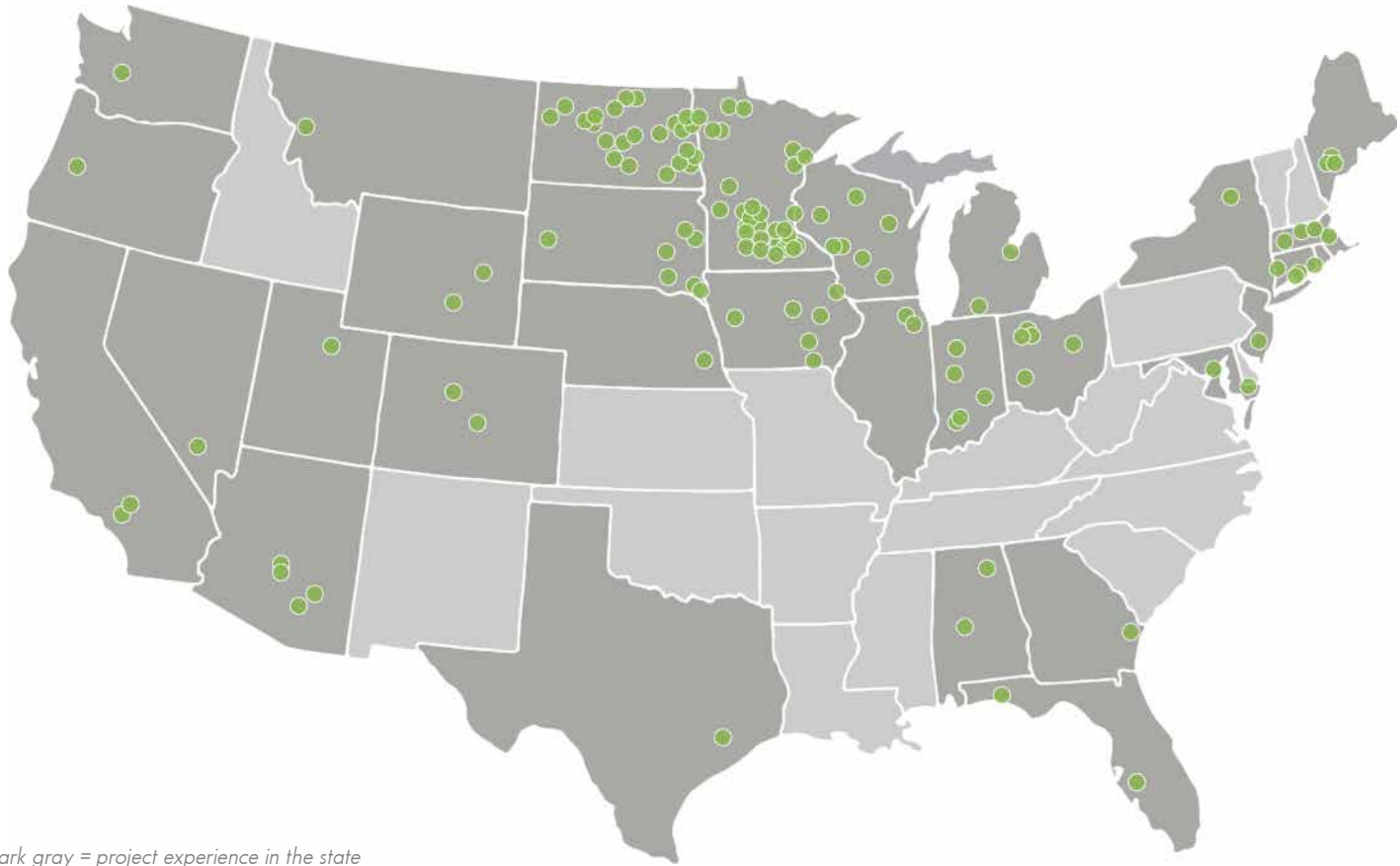
ROUGH RIDER EVENT CENTER  
WATFORD CITY, ND | JLG

### BUILD SOMETHING GREAT

To create dynamic hockey facilities, JLG breaks the ice by going beyond the rink. We get to know the fans and families who fill the seats, and the athletes who live to compete.

For over 35 years, community-focused hockey and sports design has been the rally cry of JLG’s Sports Studio. We bring people and purpose together in a collaborative design process that builds our team to reflect the diversity of your teams. Our Sports Studio knows that the best designs are the ones driven by community, uniting everyone to build stronger communities, abundant opportunity, healthy recreation, and team pride.

JLG’s Sports Studio is our dream team of visionaries, players, coaches, and lifelong fans. These are team players and award-winning designers who are proud to offer the country’s only Certified Ice Rink Manager/Certified Ice Technician Architect and project architects who are not only tremendous designers, but also understand the operational aspects of ice arenas. We are committed to collaborative design that balances youth athletics, entertainment, budget, operation/sustainability, and revenue – keeping players safe, costs low, and the community coming back for more.



dark gray = project experience in the state

The 2018 renovation to the White Bear Lake Sports Center features energy efficient upgrades and temperature controls. JLG is now working with the City in the master planning of the rink's upcoming expansion.

WHITE BEAR LAKE SPORTS CENTER  
WHITE BEAR LAKE, MN | JLG, B32



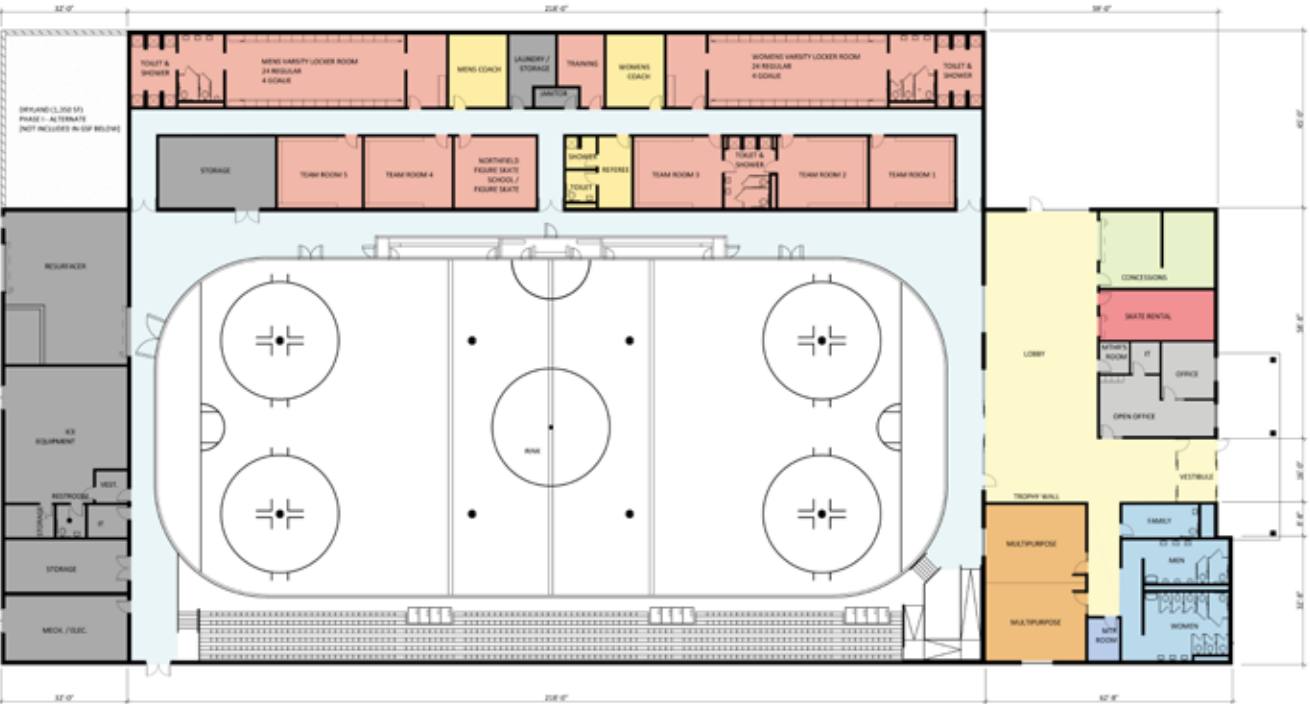
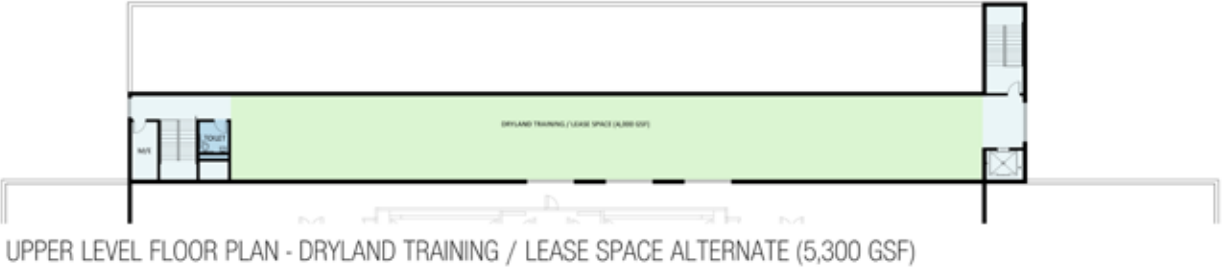
# 02

## PROJECT APPROACH



We look forward to the opportunity to continue helping the City execute this transformational project for the Northfield community.

NORTHFIELD ICE ARENA STUDY  
NORTHFIELD, MN | JLG, NRA, BM, B32



## PROJECT UNDERSTANDING

JLG has a solid project understanding for this proposed facility. Our team members have a familiarity with the City of Northfield, the chosen site, and of course unmatched experience with this facility type though dozens of similar projects nationwide.

Our team is clear on the basic needs of the project:

- A single 85'x200' ice sheet with seating for approximately 500 spectators, and the possibility of expansion to a 2nd ice sheet in the future.
- Common spaces for users such as lobby/gathering space, concessions, meeting rooms, and public toilet facilities.
- A skate rental/retail and service space, as well as administrative space for management.
- Team locker/dressing rooms (desire for 5), team space for figure skating, and change rooms for officials.
- Possible dryland training space on the main level or upper level, and upgrade to precast stadia as a future phase or bid as potential alternates if budget allows.
- Facility support spaces such as mechanical, electrical, storage, IT, and ice refrigeration and resurfacing equipment storage and maintenance.

The City of Northfield desires to follow sustainable building policy and we as the design team will assist in determining LEED and/or B3 as they may apply to the facility. It should be noted that JLG's experience with ice rinks and sustainability means that our baseline design typically results in buildings that are equivalent to LEED Silver or better even if Certification is not pursued. We feel it is important to be as environmentally accountable as possible when designing ice arenas; to help drive a change from being the worst energy hogs to a much more environmentally responsible community asset.

JLG is not only aware of the details and requirements of the project program needs, we also understand what will be needed of the design team during all phases of design, procurement, permitting, construction, and project closeout. Our core team of building design and engineering professionals are comfortable and highly experienced in community ice arenas, and will assure there will be no surprises during the process. We are confident, competent, and connoisseurs of ice facilities.

Our design team has reviewed the following documents provided by the City of Northfield as part of the RFP, including: Instructions to Proposers; Award Conditions; General Conditions; Scope of Services; and Program Criteria, and have included all necessary support documents as part of the complete Proposal Submittal. The Scope of Services list of suggested project phases and requirements are clear and our team takes no exception to them. Our proposed schedule addresses such and is included on page 30.



## PROJECT APPROACH

The primary focus as part of the project process will be for the JLG design team to work with City Project Manager & team to establish a “chain of command” so that all work and decision-making is channeled through the right people and helps streamline the effort. This is critical for a successful project, and we know this because at JLG our process for successfully helping to guide a project from concept to completion can effectively be summed up in three words: **COMMUNICATION**, **COLLABORATION**, and **COORDINATION**.

Effective **COMMUNICATION** starts with our team listening to City of Northfield personnel, Arena users and stakeholders, as well as the local community to the extent the City directs our team. We want to verify your vision and aspirations, then translate these into concrete goals and performance expectations – all balanced against the program and design ideas already put forth in the feasibility process. JLG consistently receives feedback from clients who tell us they were so reassured because we clearly listened and took their feedback into account.

**TEAM ENGAGEMENT** Actively listening to your team and stakeholders is the best way to ensure a successful project. This is how JLG operates, which has generated raving fans of our clients. Because of our team’s experience in leading meaningful discussions and expertise in designing facilities such as yours, we will be able to readily connect with stakeholders, understand their needs, and provide design solutions that are specific to your vision and values.

**PROJECT MANAGEMENT** Over our 35-year history, JLG has honed a culture of a strong Project Manager-led process, refining a set of tools that enhances the flow of information and efficiently strengthens communication between all parties. Our goal is to ensure that your team, stakeholders, and community members are fully informed throughout the process and that there are no surprises for you – in design, construction budget, or operations.

**COLLABORATION** starts with a mutual respect for the knowledge, insights, expertise, and experiences of the City of Northfield project management team and builds upon that respected expertise, while integrating the JLG-led design team of Architects and Engineers into the process. Building upon active listening we will engage with City and community stakeholders in planning, conceptualizing, and visualizing a new arena which replaces what you have and improves and helps infill gaps.

**COORDINATION** between JLG design team members assures that we are all in alignment around your project vision, goals, and expectations. We will be the linchpin for the overall team – all communication and coordination flows through us as your main point of contact. We will work with the ownership team to ensure the vision, goals and expectations of the concept design are met, but we will also dive deep into the day-to-day operations, coordinate all building systems and functional spatial needs.







NORTHSTAR CHRISTIAN ACADEMY SPORTS COMPLEX  
ALEXANDRIA, MN | JLG

## WORK PLAN

**SCHEMATIC CONCEPT DEVELOPMENT** Working with the City of Northfield and stakeholders — thinking aloud, sketching, analyzing, establishing criteria for success — is critical for the JLG design team to learn your thoughts, preconceptions, and expectations for the arena. We will continually challenge ourselves to present fitting design solutions for your community, accommodating the functions of agencies and departments, and collaborate to provide efficient and effective public services to the citizens of Northfield.

**SUSTAINABILITY GUIDELINES** Our process revolves around the idea that Conservation Matters and our efforts in design and building a focus on being good stewards of our resources, natural environment, and our planet. With these values in mind, we can create a space for recreation and community use that furthers conservation, forging bonds with nature, and supports restoration of our resources meeting or exceeding requirements and expectations of Northfield’s sustainable aspirations.

**DESIGN DOCUMENTS** Throughout the process you will be engaged at critical milestones to make sure your vision is accurately and successfully documented — and to assure we are getting crucial approvals from decision-makers. Within the team and the community, we will leverage Revit — Building Information and 3D Modeling — to thoroughly communicate and coordinate the design, integrating all building components. We will leverage our strong Project Management culture to thoroughly coordinate and integrate the entire project, including landscape and transit connection. A thorough set of well-coordinated documents results in greater contractor understanding and ultimately better bidding.

**COST CONTROL/BUDGET ANALYSIS** Our team will provide necessary input to help ensure solid estimates of construction costs at critical intervals so that your project tracks with firm and early-established budget guidelines throughout the entire design process. Our policy is to conduct our own internal estimates to be used in coordination with the CM’s estimates, and act as a tool for making sure the Design Team and Construction Team are aligned.

**PERMITTING** Our entire team is familiar with local permitting requirements: we fully understand that these can be challenging and take time. These review and permitting processes are built into our preliminary project schedule.

**CONSTRUCTION** Our design team will be involved during the construction process to make certain that the design is implemented as envisioned and planned. Throughout construction the JLG Architects team will work with the contractor(s) and owner’s management team to observe construction, coordinate issue resolution, and encourage the timely flow of information to enable successful on-budget and on-time completion of the project.

Our end goal is to leave the City of Northfield with a beautiful, safe, welcoming, and accessible project that provides a top notch ice sports and spectator experience, works seamlessly with the surrounding community spaces, and results in a facility that espouses all that is Northfield. Attractive, dynamic, inspiring, durable, environmentally respectful, and exciting — all ways to describe the new arena after the JLG-led team works with the City of Northfield.





HOPKINS ICE PAVILION  
HOPKINS, MN | JLG, B32

## ADDITIONAL NOTES BY PROJECT PHASE

### Task 1 – Project Through 30% Total Design

Because Tom Betti helped to complete the Feasibility Study that got you to this point, we are uniquely aware of its contents and the discussions with stakeholders to arrive at the results of that study. Our team has the potential for considerable time efficiency with early design because of this.

This phase is all about interpreting the program and site requirements, developing necessary concept options, pricing them, and working extensively with the City and stakeholders to select the preferred option for further development. We will support this effort with attention to site requirements, codes, local ordinances, primary building systems, and sustainable objectives, among other support items. JLG is particularly adept at assessing options and filtering the ones that represent the best variety in order to explore multiple avenues. We will help the City to come out of this phase with a solid design concept that aligns with budget goals, one that also has commissioning goals and, as chosen by the City, has either LEED and/or B3 certification.

We expect the following calendar milestones during Task 1:

- 3 Stakeholder meetings early in the process to help gather input and inform the progress.
- A client review period in which the Design Team provides progress documentation for review and comment. We prefer to allow a short period of time after this for the Design Team to make necessary corrections and edits based on client comment.
- 1 Client meeting to review the 30% progress.

We typically consider SD to include a fairly high degree of client input – bouncing design ideas and decisions back and forth with an eye toward the final goal. With a preferred design in hand, the JLG team will work through a more detailed and refined design exploration that includes developed site and structural design criteria, exterior and interior materials and design refinement, more detailed cost estimating, and work through any necessary project alignment with budget (commonly referred to as Value Engineering). We will then produce a final phase submittal which represents this work. The end of this phase will be considered 30% total design completion, and include necessary public presentations.

### Task 2 – Project through 90% Total Design

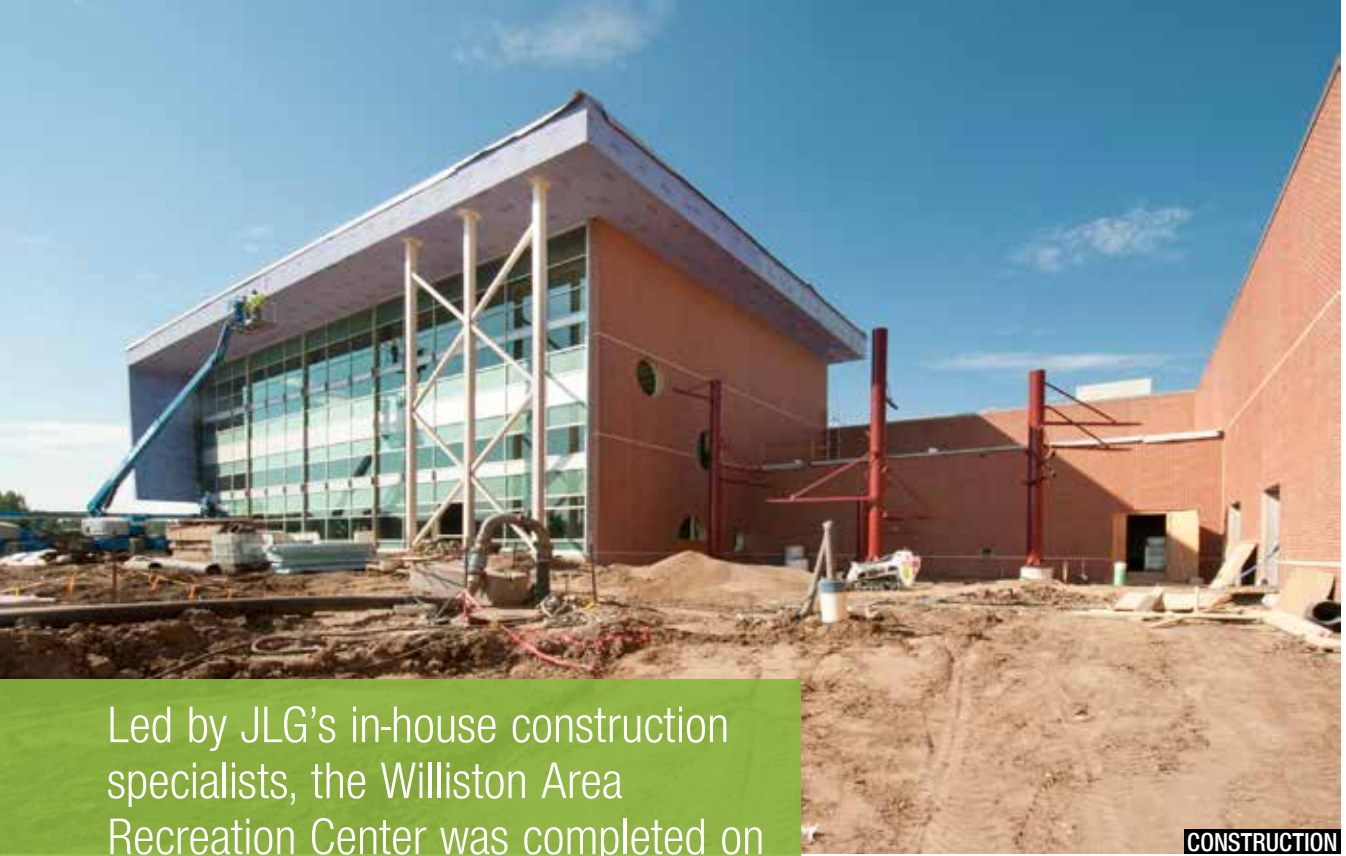
At this point in a project, we usually see a markedly reduced level of design input from the client, having made the majority of decisions between client and design team by the end of DD. This phase is all about producing documents in contractor language with the highest degree of clarity and concise depiction in order to minimize questions and allow the best possible conditions for bidding. This does not mean we are not communicating, it simply means we have nearly exhausted opportunity for questions and can focus on document quality. Our experience with this is borne out by our documented rates of change orders on projects. While the national average hovers around 5% change orders in construction, we can demonstrate an average of 0.8% – saving you cost and management effort. The CD phase will get you to a 90% total design completion, and factor in client review comments, cost estimate alignment, permitting processes, jurisdictional approvals, FFE documentation, and all major drawings and specifications from all disciplines to constitute a nearly complete set of construction documents.

We expect the following calendar milestones during Task 2:

- 1 Client meeting to review the 60% progress at that point in the schedule.
- A client review period in which the Design Team provides progress documentation for review and comment, followed by a period of time to make necessary corrections and edits based on client comment.
- 1 Update Presentation to City Council to inform on progress at the 60% completion (and after client comments have been picked up).
- 1 Client meeting to review the 90% progress. It is typical for any comments to be picked up during the final push to 100% completion.

### Task 3 – Project Through 100% Total Design

Considered 100% complete after this phase, the document set will be finalized, incorporate any remaining comments and coordination items from the City, and be able to be used to obtain permits, bids, and satisfy all Federal, State, City, and other local governmental requirements.



CONSTRUCTION

ACTUAL BUILT

Led by JLG's in-house construction specialists, the Williston Area Recreation Center was completed on time and under budget.

WILLISTON AREA RECREATION CENTER  
WILLISTON, ND



**CONSTRUCTION ADMINISTRATION** Between JLG (and other discipline sub consultants), we will be present for the construction process by providing on-site presence, attending construction meetings, promptly processing shop drawings, requests for information, change orders if necessary, and being as prompt and thorough as possible in supporting the client's needs during the process. JLG has historically been very nimble in assessing the inevitable need for design support, document interpretation, and alternative solutions. Our goal is a successful end product for the client – every time. We will be on site with a pre-determined frequency and always be available through in person and/or virtual communication. There are a few milestones in ice arena construction which are critical and we will be present for them – particularly during ice slab installation, concrete pour, and other ice related installation. Finally, we will participate in the punch and project completion processes.

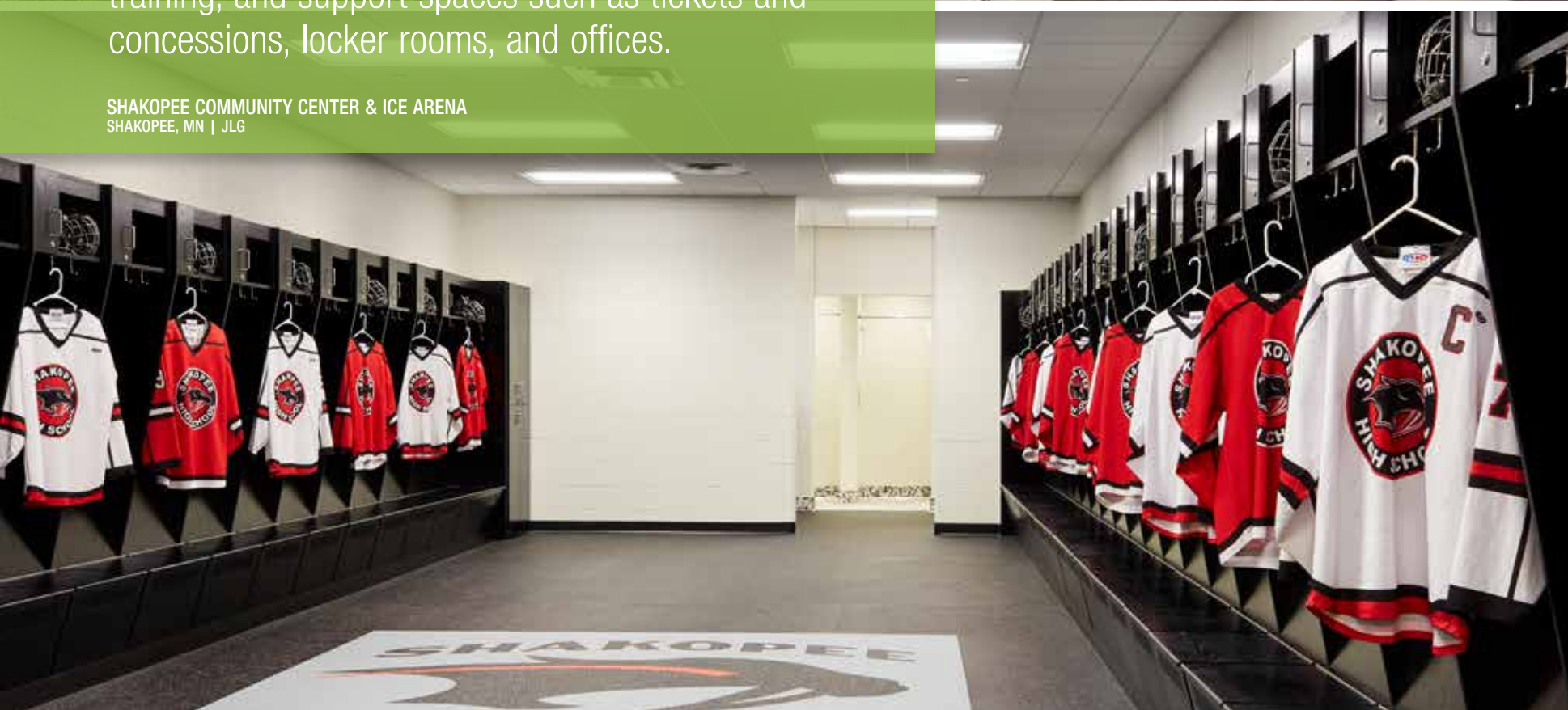
**PROJECT CLOSEOUT** This is the time when we assist in securing, collating, and clarifying all documentation necessary for closing out the project both in terms of occupation and use, and also contractually for the contractor(s). It is also when we help coordinate commissioning and certificate of occupancy. We also pride ourselves on helping the client celebrate a successful project and the first skate!





The new arena provides two new NHL-size ice sheets with spectator seating, team and coach rooms, dryland training, and support spaces such as tickets and concessions, locker rooms, and offices.

SHAKOPEE COMMUNITY CENTER & ICE ARENA  
SHAKOPEE, MN | JLG



# 03

## BASIC EXPERIENCE & PERSONNEL RESOURCES



OVERALL COMPANY INVENTORY

OFFICES AND CONTACTS

**Minneapolis:** Tom Betti | 612.902.8095 | tbetti@jlgarchitects.com

**St. Cloud:** David Leapaldt | 320.408.7008 | dleapaldt@jlgarchitects.com

**Alexandria:** Adam Barnett | 320.304.3170 | abarnett@jlgarchitects.com

**Fargo:** Jenna Leerssen | 701.364.0237 | jleerssen@jlgarchitects.com

**Grand Forks:** Christie McClean | 701.746.1727 | cmcclean@jlgarchitects.com

**Bismarck:** Eric Hoffer | 701.255.1617 | ehoffer@jlgarchitects.com

**Williston:** Nick Lippert | 701.609.5715 | nlippert@jlgarchitects.com

**Sioux Falls:** Catherine Dekkenga | 605.271.2531 | cdekkenga@jlgarchitects.com

**Rapid City:** Brandon Watts | 605.394.8831 | bwatts@jlgarchitects.com

PERSONNEL BY DISCIPLINE

TYPE OF EMPLOYEE	WIL	BIS	GFK	FAR	MSP	STC	ALX	SXF	RAP
Administrative		1	13	6	8			4	1
Principal	1	1	2	5	9	1	2	1	
Project Manager		2	1	2	5			2	
Project Designer			1	2	3		1		
Job Captain		2	6	2	12	1		4	
Construction Manager		1	1	2	3			1	
Architecture Support	2	5	2	17	23	2		5	2
Specialized Services				3	5	1		3	1
Interior Design				3	3			5	1
3-D Renderer					1			1	
Specifications Writer				1	1				
Total Per Office	3	12	26	43	72	5	3	26	5
COMPANY TOTAL	198								



SUMMARY OF FEES OVER LAST THREE YEARS

- Bloomington Ice Garden Renovation; Bloomington, MN | \$1,862,750.00
- Fairmont YMCA Community Center; Fairmont, MN | \$2,018,060.00
- University of Minnesota Mariucci Arena Renovations; Minneapolis, MN | \$797,663.76
- Colorado College Ed Robson Arena; Colorado Springs, CO | \$4,564,016.57
- Augustana University Midco Arena; Sioux Falls, SD | \$3,246,887.50
- Dorothy Hamill Skating Arena; Greenwich, CT | \$1,250.00
- Xcel Energy Center Refrigeration Upgrades; St. Paul, MN | \$39,000.00
- Ford Wyoming Center; Casper, WY | \$21,300.00
- Fargo Sports Complex; Fargo, ND | \$3,532,544.44
- Sacred Heart University Martire Family Arena; Fairfield, CT | \$6,495,438.00
- Mosaic Quarter IcePlex; Tucson, AZ | \$3,953,703.51
- North Branch Ice Arena; North Branch, MN | \$80,700.00
- Prairie Lakes Ice Arena; Watertown, SD | \$1,510,782.85
- Lakeville Hasse Rink; Lakeville, MN | \$101,450.00
- Woodman’s Sports & Convention Center; Janesville, WI | \$399,710.00
- Forest Lake Ice Arena; Forest Lake, MN | \$163,100.00
- Maple Grove Community Center Renovation & Expansion; Maple Grove, MN | \$6,043,382.83
- Bowie Ice Arena; Bowie, MD | \$1,599,981.00
- Richmond Ice Arena; Richmond, VA | \$1,217,500.00
- Ghost Pirate’s Ice Cove; Savannah, GA | \$1,134,600.00
- New Richmond Ice Arena; New Richmond, WI | \$39,000.00
- Palm Beach Gardens Ice Center; Palm Beach, FL | \$1,650,000.00





## EXPERIENCE IN THE LAST FIVE YEARS

# ELK RIVER COMMUNITY CENTER

ELK RIVER, MINNESOTA

This project began as a feasibility study and resulted in a challenging building addition on a tight site, with a focus on multi-use meeting and activity space.

The Elk River Community Center project was completed in 2020, funded by a newly approved sales tax as a significant funding source for this expansion project. JLG helped the City re-imagine the existing facility to maximize the program offerings and accommodate an indoor, multi-purpose turf field. The 75,000 SF new addition included two new sheets of ice, a walking track, fitness space, senior center, community rooms with a catering kitchen, and upgraded concessions to serve expanded menu options. Elk River, MN, is now a hot spot for future growth, expanding year-round family recreation and community well-being.

This project involved extensive engagement with a passionate community of seniors. We found that about half of that population valued the connection and interaction with the active activities in the community center. The other half preferred a separate space away from the action. Strategic planning allowed for a variety of spaces to accommodate both values while being efficient with square footage and budget.



<b>Completion Date</b>	2020
<b>Square Footage</b>	75,000
<b>Cost Information</b>	Construction Cost: \$26,500,000
<b>Client Reference</b>	Cal Portner, City of Elk River Administrator 763.635.1001







## ANDOVER YMCA COMMUNITY CENTER

ANDOVER, MINNESOTA

A project in collaboration with the City of Andover and YMCA that expands ice programming, meeting and office space, and multi-purpose spaces to support the community.

The City of Andover and the YMCA embarked upon an expansion of the Andover Community Center — built new in 2005 — to further provide service and wellbeing to the community. The original building included an ice arena, fieldhouse with multiple courts, fitness space, an aquatics center, offices, and support space. The expansion included a second sheet of ice with upper level walking track and dryland training space; expanded office space; meeting space for the community; gathering space for teens and seniors; multi-purpose gym space; and increased individual and group fitness areas. Sitework included parking lot redesign and associated landscape upgrades. Expansion elements were determined during a feasibility study, led by the JLG team, which preceded design.

<b>Completion Date</b>	2020
<b>Square Footage</b>	63,000 expansion
<b>Cost Information</b>	Construction Cost: \$69,487,881
<b>Client Reference</b>	Jim Dickinson, City of Andover Administrator 763.767.5110







“A big thank you for everything that you’ve done with getting us to where we are today. I just want to say the reaction of the public has been off-the-charts positive, it’s been fantastic. I just want to say thank you to JLG for all the work you’ve done and being such a great ally.”

- Ried Holien, Mayor of Watertown



## PRAIRIE LAKES ICE ARENA

WATERTOWN, SOUTH DAKOTA

An analysis of the existing community and its location along the I-29 corridor resulted in a two-sheet ice arena complete with 1,500 seats, community lounges, business partnerships, and future expansion capabilities.

With an aging arena and recreational needs on the rise, Watertown, SD, needed proactive improvement to retain its residents. Adding state-of-the-art rec amenities would re-energize Watertown while keeping the community growing. To assist the City, JLG helped balance analysis of participation with new ideas to create a destination for all of South Dakota. In a recently developed area adjacent to the freeway, the arena is easily accessible and visible. Enhancing the 90,800 SF building’s visibility further are large light monitors on the roof and front lobby, including a “Watertown wave” on a contemporary facade. Inside, is a 1,500-seat arena with club and ice-level suites, including loge seating for the exclusive naming rights of local businesses. Two new ice sheets are sustainably designed with low VOC materials, energy recovery on major HVAC, and refrigeration waste heat recovery. The arena’s lobby brings community together, with vibrant seating and fireside lounges, open to surrounding views. To accommodate future growth, the facility is designed to expand for a third ice sheet, dryland training, and a junior team. The Prairie Lakes Ice Arena will keep residents connected, driving resilience and future development.

Completion Date	Opened March 2024
Square Footage	90,800
Cost Information	Construction Cost: \$32,175,000
Client Reference	Ried Holien, Mayor of Watertown 605.882.6200   rholien@watertownsd.us







# BOWIE ICE ARENA

BOWIE, MARYLAND

The 2021 study to replace a failing rink is being developed into a new facility that provides much more than just ice.

In order to replace their existing rink in Bowie, MD, a suburb of Baltimore perched on the edge of the greater Washington, D.C. metropolitan area, the City had been through several attempts at a new facility. JLG completed a thorough examination in 2020, which included building concepts, site exploration, traffic study, and cost estimates. Originally built as an open-sided pole barn over 50 years ago, the walls were eventually filled in. However, the building envelope is failing, as is the refrigeration system. It is heavily used by the public for ice events, but the City wishes to expand offerings to off season. Therefore, the concept design is intended to allow access from the exterior in summer months as well as offering more public meeting and gathering space. The resulting facility is currently midway through final design en route to construction (expected in 2025). In addition to replacing the functions of the existing rink one-for-one, the design team was challenged to come up with design alternatives that would give the client choices and the ability to grow the project as time and funds allowed.

Completion Date	Study Completed: 2020 Construction Completed: 2025 (expected)
Square Footage	42,000
Cost Information	\$20,400,000
Client Reference	Carrie Robertson, Director Bowie Ice Arena 301.809.3091







GREAT ICE PARK & FIVEPOINT ARENA  
IRVINE, CA | JLG  
in collaboration with LPA Design Studio

# 04

## PROJECT SPECIFIC QUALIFICATIONS





“Every firm can adjust fees and promise to meet the construction budget. However, none of that matters without prior proven success, which JLG definitely has shown. During all phases of the project, challenges will arise. JLG Architects is a firm that develops solutions rather than excuses.”

- Cole Higlin, Mandan Park District Director

STARION SPORTS COMPLEX  
MANDAN, ND | JLG

## REFERENCES



### Elk River Community Center

City of Elk River  
Cal Portner, City Administrator  
cportner@elkrivernm.gov  
763.635.1001



### Palm Beach Gardens & Ghost Pirate's Ice Arenas

Campol Consulting  
Jeff Campol, President  
jeff@campolconsultinggroup.com  
954.647.8090



### Runestone Community Center

City of Alexandria  
Marty Schulz, City Administrator  
mschulz@alexandriamn.city  
320.759.3629



### Prairie Lakes Ice Arena

Ried Holien, Mayor of Watertown  
rholien@watertownsd.us  
605.882.6200





## ABOUT OUR SUBCONSULTANTS

JLG has a long history working with key engineering and consultant parties to deliver comprehensive design services. We are the easy button for our clients, leading and managing a team of experts that are truly the best at what they do.

For 35 years, we have fine-tuned our design process to develop a system that ensures predictable and successful outcomes. We believe in a strong “Project Management” culture, knowing that it is process that achieves the desired results. We also understand the need for true specialists — those areas where targeted expertise ensures the important details are done right. Our Sports team works with a select group of industry partners when their expertise is needed. We have worked to narrow our partners to a group that truly understands athletic and ice hockey systems and can deliver superior reductions in change orders and lower the costs of maintaining these facilities.

**MECHANICAL / ELECTRICAL / STRUCTURAL ENGINEER | NELSON-RUDIE** Nelson-Rudie is a 100% employee-owned consulting engineering firm offering structural, mechanical, electrical, and refrigeration services to public and private clients throughout the United States and Canada. They have built a solid foundation, working on nearly all building and project types varying in size and complexity. Their work can be found across the country, from ice rinks and aquatic facilities to medical clinics, senior housing campuses, retail stores, and office buildings. Founded in 1976, Nelson-Rudie has grown to more than 60 employee owners with professional engineers licensed in all 50 states, District of Columbia and five Canadian provinces.

**ICE SYSTEMS ENGINEERING | B32 ENGINEERING GROUP** B32 Engineering Group specializes in the planning, consultation, design, and construction observations of new ice rink facilities and the evaluation and renovation of existing facilities. With 25+ years of experience and 275 ice rinks under their feet, B32 leads the market by providing the most innovative, cost-effective, high performing, and energy efficient design solutions for ice arenas. B32 has worked with JLG on 13 projects.

**CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE | BOLTON & MENK** Bolton & Menk, Inc. has more than 650 employees including a professional staff of more than 250 engineers, planners, landscape architects, and surveyors. Bolton & Menk specialize in providing public infrastructure solutions, tapping into the power of face-to-face meetings, friendly conversations, and collaborative decision-making to keep your projects on schedule, within budget, and focused on real, workable solutions.

**GEOTECHNICAL ENGINEERING | BRAUN INTERTEC** Braun Intertec is a full service geotechnical engineering, environmental consulting, and testing firm with over 1,000 employee-owners. Braun understands the unique nature of Minnesota’s geological makeup along with a keen understanding of ice arena’s.





We have worked side-by-side with our partners on dozens of projects over the last 35 years, coordinating continuously to marry experiences into a one-team model to provide a thoroughly seamless project process.

FAIRMONT YMCA COMMUNITY CENTER  
FAIRMONT, MN | JLG, B32, NRA, BM



## JLG & CONSULTANT EXPERIENCE TOGETHER

Below is just a sample of the projects our team has collaborated on:

- Bloomington Ice Garden Renovation; Bloomington, MN | JLG, B32, BM, NRA
- Elk River Multi-Sport Facility; Elk River, MN | JLG, B32, NRA, BM
- Andover YMCA Community Center; Andover, MN | JLG, B32, NRA, BM
- Fairmont YMCA Community Center; Fairmont, MN | JLG, B32, BM, NRA
- Prairie Lakes Ice Arena | JLG, B32, NRA
- Bowie Ice Arena; Bowie, MD | JLG, B32, NRA
- Delano Ice Park; Delano, MN | JLG, B32, NRA
- Ghost Pirates Ice Cove; Savannah, GA | JLG, B32, NRA
- Maple Grove Community Center & Ice Arena; Maple Grove, MN | JLG, B32, NRA
- Runestone Community Center Expansion; Alexandria, MN | JLG, B32, NRA
- Lakeville Hasse Arena; Lakeville, MN | JLG, B32, NRA
- Richmond Ice Arena; Richmond, VA | JLG, B32, NRA
- Palm Beach Gardens Ice Center; Palm Beach, FL | JLG, B32, NRA
- University of Minnesota Mariucci Arena Renovations; Minneapolis, MN | JLG, B32
- St. Luke's Sports & Event Center; Proctor, MN | JLG, B32
- Hopkins Ice Pavilion; Hopkins, MN | JLG, B32, NRA
- Plymouth Ice Arena; Plymouth, MN | JLG, B32, NRA
- Bowling Green State University Ice Arena; Bowling Green, OH | JLG, B32
- Xtream Arena; Coralville, IA | JLG, B32
- Fargo Sports Complex; Fargo, ND | JLG, B32
- White Bear Lake Sports Center; White Bear Lake, MN | JLG, B32
- Hobbs Ice Center; Eau Claire, WI | JLG, B32, NRA
- Sacred Heart University Martire Family Arena; Fairfield, CT | JLG, B32
- Colorado College Ed Robson Arena; Colorado Springs, CO | JLG, B32
- Victory Memorial Ice Arena; Minneapolis, MN | JLG, B32
- Augustana University Midco Arena; Sioux Falls, SD | JLG, B32
- Eagan Goat Hill Park Ice Rink; Eagan, MN | JLG, B32, BM
- New Lenox Sports Development; New Lenox, IL | JLG, BM
- North Branch Ice Arena; North Branch, MN | JLG, NRA
- Forest Lake Ice Arena; Forest Lake, MN | JLG, NRA

# TEAM ORGANIZATION & PROJECT STAFF



**TOM BETTI**  
AIA

Tom brings over 36 years of regional and national expertise in sport and community-based projects and will ensure JLG’s resources are fully engaged in the project.

**PRINCIPAL-IN-CHARGE**  
Registered Architect: MN #44897

**EDUCATION**  
Bachelor of Architecture – 1995;  
University of Minnesota

**LICENSES**  
Registered Architect: MN, AZ, CO,  
GA, IL, IN, MA, MI, MO, OH, PA, SD

**AFFILIATIONS**  
American Institute of Architects  
National Council of Architectural  
Registration Boards

**YEARS EXPERIENCE**  
36 Years Experience

Before merging with JLG, Tom was an original Partner at 292 Design Group, bringing over 36 years of expertise in sports and community-based projects, including over 40 community center, ice arenas, and aquatic facilities. Tom’s exceptional leadership extends from pre-design and facility planning to full design, project management, code reviews, and construction contracts that streamline the design process for resilient environments. With many relationships 20+ years strong, he commits to long-term client success, creating energized environments that quickly respond and adapt to the future needs of spectators and participants. His award-winning projects span the country, integrating specialized knowledge in ice planning studies, ground-up design, adaptive reuse, and renovation of multi-sheet arenas and multi-purpose sports facilities.

- RECENT ICE EXPERIENCE**
- Maple Grove CC & Ice Arena; Maple Grove, MN | expected 2026
  - Fairmont YMCA Community Center; Fairmont, MN | expected 2025
  - Bowie Ice Arena; Bowie, Maryland | expected 2025
  - Bloomington Ice Garden Renovation; Bloomington, MN | expected 2025
  - Woodman’s Sports & Convention Center; Janesville, WI | expected 2025
  - Prairie Lakes Ice Arena; Watertown, SD | 2024
  - Northfield Ice Arena Pre-Design; Northfield, MN | 2024
  - Elk River Multi-Sport Facility; Elk River, MN | 2020
  - Andover YMCA Community Center; Andover, MN | 2020

- ADDITIONAL ICE EXPERIENCE**
- Great Park Ice & FivePoint Arena; Irvine, CA | 2019
  - Shakopee Community Center & Ice Arena; Shakopee, MN | 2017





**ADAM BARNETT**  
AIA

Adam will help guide the City and design team through a series of design exercises to create a facility that balances operational efficiency with “sweat equity” design.

**PROJECT MANAGER**  
Registered Architect: MN #50657

**EDUCATION**

Master of Architecture;  
North Dakota State University  
  
BS, Environmental Design;  
North Dakota State University

**LICENSES**

Registered Architect: MN, ND, SD

**AFFILIATIONS**

American Institute of Architects

**YEARS EXPERIENCE**

14 Years Experience

A Principal at JLG, Adam received a Master and Bachelor of Architecture, as well as a Bachelor of Science in Environmental Design, from North Dakota State University in 2010. In his tenure at JLG, Adam has been the lead project manager on multiple Sports and Recreation studies and projects at JLG and understands how the balance of recreational design, programming, and operations lead to a successful facility. As JLG’s resident wellness and recreation architect, Adam values how a thorough, but clear and concise project study supports the success of future implementation.

**RECENT ICE EXPERIENCE**

- Maple Grove CC & Ice Arena; Maple Grove, MN | expected 2026
- Fairmont YMCA Community Center; Fairmont, MN | expected 2025
- Runestone Community Center Expansion; Alexandria, MN | expected 2025
- Bloomington Ice Garden Renovation; Bloomington, MN | expected 2025
- Hibbing Memorial Arena Study; Hibbing, MN | expected 2025
- Minot Park District Indoor Recreation & MAYSA Arena Study; Minot, ND | 2024
- Wahpeton Recreation Center; Wahpeton, ND | pre-design 2021

**ADDITIONAL ICE EXPERIENCE**

- White Bear Lake Sports Complex; White Bear Lake, MN | 2018
- NorthStar Sports Complex; Alexandria, MN | 2018
- Rough Rider Event Center; Watford City, ND | 2016
- Warroad Memorial Arena; Warroad, MN | 2012
- Mason City Ice Arena; Mason City IA | 2011



**RANDY LIEBERG**  
AIA, CIRM

Randy specializes in ice projects of all scales — his understanding of the needs of a community and technical understanding of how an ice facility operates is key to a successful project.

**ICE ARENA SPECIALIST**

**EDUCATION**

Bachelor of Architecture;  
North Dakota State University

**LICENSES**

Registered Architect: ND, MD, OH,  
CT, MA

**AFFILIATIONS**

American Institute of Architects  
U.S. Ice Rink Association

**YEARS EXPERIENCE**

27 Years Experience

A Project Architect at JLG, Randy is a registered architect who was named the Young Architect of the Year in 2008 by the North Dakota Chapter of the American Institute of Architects. Randy was also named the Intern Architect of the Year by the same organization prior to completing his registration. The awards are a testament to Randy’s ability to create functional and beautiful designs, regardless of the project budget or size. Randy joined JLG Architects in 1997 and serves on the Advisory Board at Northland Community & Technical College.

**RECENT ICE EXPERIENCE**

- Henderson Events Center; Henderson, NV | expected 2026
- Bloomington Ice Garden Renovation; Bloomington, MN | expected 2025
- Brookline Ice Arena; Brookline, MA | expected 2025
- Victory Memorial Arena; Minneapolis, MN | expected 2025
- Dorothy Hamill Skating Arena; Greenwich, CT | expected 2025
- Fargo Sports Complex; Fargo, ND | expected 2024
- Augustana University Midco Arena; Sioux Falls, SD | 2024
- University of Minnesota Mariucci Arena Renovations; Minneapolis, MN | 2023
- Colorado College Robson Arena; Colorado Springs, CO | 2021
- Xstream Arena; Coralville, IA | 2020

**ADDITIONAL ICE EXPERIENCE**

- White Bear Lake Sports Complex; White Bear Lake, MN | 2018
- West Fargo Hockey Center; West Fargo, ND | 2017
- Starion Sports Complex; Mandan, ND | 2017
- Rough Rider Event Center; Watford City, ND | 2016





**ZACH FINSTROM**  
AIA

Zach will work closely with the team to coordinate the technical efforts of project delivery to ensure that the City's project goals are met.

**PROJECT ARCHITECT**

Registered Architect: MN #56540

**EDUCATION**

Master of Architecture;  
Pratt Institute

Bachelor of Architecture;  
University of Minnesota

**LICENSES**

Registered Architect: MN

**AFFILIATIONS**

American Institute of Architects

**YEARS EXPERIENCE**

27 Years Experience

As a Project Architect at JLG, he brings over a decade of expertise in all phases of design with strengths in Architectural Illustration, document production & coordination, and Construction Administration. Over the past ten years, Zach has been applying his technical knowledge, management skills, and graphic abilities to guide design teams through complex coordination issues, working on the design and construction of commercial, community, and recreational facilities across the Midwest. Leveraging thoughtful communication, he successfully leads multi-million-dollar projects from conception to completion while helping communities and clients understand the finite project details that build excitement.

**RECENT ICE EXPERIENCE**

- Runestone Community Center Expansion; Alexandria, MN | expected 2025
- Fairmont YMCA Community Center; Fairmont, MN | expected 2025
- Fargo Sports Complex; Fargo, ND | expected 2024
- Prairie Lakes Ice Arena; Watertown, SD | 2024
- Elk River Multi-Sport Facility; Elk River, MN | 2020
- Andover YMCA Community Center; Andover, MN | 2020

**ADDITIONAL ICE EXPERIENCE**

- St. Luke's Sports & Event Center; Proctor, MN | 2018
- Shakopee Community Center & Ice Arena; Shakopee, MN | 2017
- Ice Den Chandler Renovation; Chandler, AZ | 2014
- Ice Den Scottsdale; Scottsdale, AZ | 2011



**MITCH BORGEN**

Mitch will work with the Project Manager and Design Team to coordinate the technical efforts of project delivery while executing the JLG Project Checklist to ensure that the owner's project goals are met.

**JOB CAPTAIN**

**EDUCATION**

Master of Architecture;  
North Dakota State University

BS, Environmental Design;  
North Dakota State University

B.A. in Anthropology;  
Minnesota State University Moorhead

**YEARS EXPERIENCE**

14 Years Experience

As Job Captain in our sport studio, Mitch delivers high-quality design documents and supports the creation of many of our pre-design, conceptual design, and visualization projects. Mitch works with the design team to create content that helps facilitate the collaborative process between design team and client, providing floor plan graphics and 3D views of spaces within the design, helping clients visualize their project and make informed decisions.

**RECENT ICE EXPERIENCE**

- Maple Grove CC & Ice Arena; Maple Grove, MN | expected 2026
- Bloomington Ice Garden Renovation; Bloomington, MN | expected 2025
- Henderson Events Center; Henderson, NV | expected 2026
- Ghost Pirates Ice Cove; Savannah, GA | expected 2025
- Ford Wyoming Center; Casper, WY | expected 2025
- Dorothy Hamill Skating Arena; Greenwich, CT | expected 2025
- Hobbs Ice Center; Eau Claire, WI | expected 2025
- Sacred Heart University Pioneer Arena; Fairfield, CT | 2023
- University of Minnesota Mariucci Arena Renovations; Minneapolis, MN | 2023
- Colorado College Robson Arena; Colorado Springs, CO | 2021
- University of Maine Athletics Mater Plan; Orono, ME | 2020



**TED WRIGHT**  
AIA, LEED AP

Ted starts every design listening to the client to discover what inspires them, then works effortlessly to turn that into architecture that exceeds their expectations.

**DESIGN ARCHITECT**  
Registered Architect: MN #56327

**EDUCATION**  
Bachelor of Architecture – 2000;  
North Dakota State University  
BS, Environmental Design – 2000;  
North Dakota State University  
B.S. in Sociology – 2000;  
North Dakota State University

**LICENSES**  
Registered Architect: MN, AZ

**AFFILIATIONS**  
American Institute of Architects

**YEARS EXPERIENCE**  
26 Years Experience

An award-winning architect, Ted brings nearly two decades of innovative solutions to his role as a Project Designer at JLG. Ted’s thoughtful spaces and attention to both team and fan experience have been recognized by organizations such as the American Institute of Architects and McGraw-Hill, and he has been a winner and a finalist for several national design competitions. His ability to conceptualize and visualize sports venues has been instrumental to our clients’ successful initiatives to generate excitement and financial support for their projects. A leader in renewable energy, Ted is especially adept at integrating valuable, cost-saving energy components into new and existing facilities.

**RECENT ICE EXPERIENCE**

- Maple Grove CC & Ice Arena; Maple Grove, MN | expected 2026
- Palm Beach Gardens Ice Arena; Palm Beach, FL | expected 2026
- Fairmont YMCA Community Center; Fairmont, MN | expected 2025
- Runestone Community Center Expansion; Alexandria, MN | expected 2025
- Bloomington Ice Garden Renovation; Bloomington, MN | expected 2025
- Dorothy Hamill Skating Arena; Greenwich, CT | expected 2025
- Hibbing Memorial Arena Study; Hibbing, MN | expected 2025
- Fargo Sports Complex; Fargo, ND | expected 2024
- Augustana University Midco Arena; Sioux Falls, SD | 2024
- Sacred Heart University Pioneer Arena; Fairfield, CT | 2023
- Colorado College Robson Arena; Colorado Springs, CO | 2021

**ADDITIONAL ICE EXPERIENCE**

- White Bear Lake Sports Complex; White Bear Lake, MN | 2018



**BERRY HOLZ**

As the Interior Designer, Berry will work on special layouts and incorporate design standards for ease of accessibility. She will select FF&E items, as well as organize and package the design submittals for client approval.

**INTERIOR DESIGNER**

**EDUCATION**  
Interior Design;  
Dakota County Technical College

**YEARS EXPERIENCE**  
29 Years Experience

A Project Architect at JLG, Randy is a registered architect who was named the Young Architect of the Year in 2008 by the North Dakota Chapter of the American Institute of Architects. Randy was also named the Intern Architect of the Year by the same organization prior to completing his registration. The awards are a testament to Randy’s ability to create functional and beautiful designs, regardless of the project budget or size. Randy joined JLG Architects in 1997 and serves on the Advisory Board at Northland Community & Technical College.

**RECENT ICE EXPERIENCE**

- Maple Grove CC & Ice Arena; Maple Grove, MN | expected 2026
- Richmond Ice Arena; Richmond, VA | expected 2025
- Woodman’s Sports & Convention Center; Janesville, WI | expected 2025
- Bloomington Ice Garden Renovation; Bloomington, MN | expected 2025
- Ghost Pirates Ice Cove; Savannah, GA | expected 2025
- Prairie Lakes Ice Arena; Watertown, SD | 2024
- Andover YMCA Community Center; Andover, MN | 2020
- Elk River Multi-Sport Facility; Elk River, MN | 2020

**ADDITIONAL ICE EXPERIENCE**

- St. Luke’s Sports & Event Center; Proctor, MN | 2018
- Chaska Curling Event Center & Fireman’s Park; Chaska, MN | 2016
- Shakopee Community Center & Ice Arena; Shakopee, MN | 2017
- Plymouth Ice Arena Addition; Plymouth, MN | 2014
- Ice Den Chandler Renovation; Chandler, AZ | 2014
- Ice Den Scottsdale; Scottsdale, AZ | 2011



**ERIC NELSON**  
PE

Eric will lead coordination of the engineering team and design and document sound, economical structural systems to achieve your goals.

**STRUCTURAL ENGINEER**  
Professional Engineer: MN #55567

**EDUCATION**

BS, Civil Engineering;  
North Dakota State University

**LICENSES**

Professional Engineer: MN  
FAA Remote Pilot License

**AFFILIATIONS**

Minnesota Structural Engineers Assoc.  
U.S. Ice Rink Association

**YEARS EXPERIENCE**

27 Years Experience

A Mr. Nelson is a licensed professional engineer (25 states) and Nelson-Rudie’s chief structural engineer. Eric is actively involved in company operations and serves on the board of directors. Furthermore, he proactively undertakes ongoing professional development, including state-mandated continuing education courses, to uphold licensure qualifications and stay updated with industry standards and best practices. Eric’s sports and recreational facilities experience includes ice arenas (75+ projects), aquatic centers, community centers, park buildings, athletic field structures and stadiums. Currently, Eric is leading the structural team on several ice arena projects, including studies/plans, new ground-up construction, building additions/renovations, and ice system and dehumidification system replacements.

**RECENT ICE EXPERIENCE**

- Maple Grove CC & Ice Arena; Maple Grove, MN | expected 2026
- Ghost Pirates Ice Cove; Savannah, GA | expected 2025
- Bowie Ice Arena; Bowie, Maryland | expected 2025
- Richmond Ice Arena; Richmond, VA | expected 2025
- Runestone Community Center Expansion; Alexandria, MN | expected 2025
- Fairmont YMCA Community Center; Fairmont, MN | expected 2025
- Prairie Lakes Ice Arena; Watertown, SD | 2024
- Elk River Multi-Sport Facility; Elk River, MN | 2020

**ADDITIONAL ICE EXPERIENCE**

- Ice Den Scottsdale; Scottsdale, AZ | 2011
- Hopkins Ice Pavilion; Hopkins, MN | 2018



**MIKE ANDERSON**  
PE

As Mechanical Engineer, Mike will be responsible for mechanical, plumbing, and automatic temperature controls.

**MECHANICAL ENGINEER**  
Professional Engineer: MN #54887

**EDUCATION**

Bachelor of Mechanical Engineering;  
University of Minnesota

**LICENSES**

Professional Engineer: MN

**AFFILIATIONS**

American Society of Heating,  
Refrigerating, and Air  
Conditioning Engineers

**YEARS EXPERIENCE**

12 Years Experience

Mr. Anderson is a licensed professional engineer (18 states and DC) and a senior associate at Nelson-Rudie. He leads project team meetings, preliminary design, design, drafting of construction documents, shop drawing review and field inspections. To maintain licensure, Mike diligently pursues continuing education, attending state-required courses to ensure his professional knowledge remains current and qualifications are upheld. Mike’s project experience includes designing recreation centers, ice arenas (40+ projects), park buildings, retail stores and restaurants, schools, office and municipal buildings, medical clinics and multifamily housing. Currently, Mike is working on 11 ice arena projects.

**RECENT ICE EXPERIENCE**

- Maple Grove CC & Ice Arena; Maple Grove, MN | expected 2026
- Ghost Pirates Ice Cove; Savannah, GA | expected 2025
- Richmond Ice Arena; Richmond, VA | expected 2025
- Woodman’s Sports & Convention Center; Janesville, WI | expected 2025
- Prairie Lakes Ice Arena; Watertown, SD | 2024
- Elk River Multi-Sport Facility; Elk River, MN | 2020

**ADDITIONAL ICE EXPERIENCE**

- Great Park Ice & FivePoint Arena; Irvine, CA | 2019



**JEFFREY PIEHL**  
PE, LEED AP BD+C

Jeffrey will be responsible for the electrical, power, lighting, special systems, and fire alarms.

**ELECTRICAL ENGINEER**  
Professional Engineer: MN #43926

**EDUCATION**

Bachelor of Electrical Engineering;  
University of North Dakota

**LICENSES**

Professional Engineer: MN

**AFFILIATIONS**

American Council of  
Engineering Companies  
  
U.S. Green Building Council

**YEARS EXPERIENCE**  
28 Years Experience

Jeffrey oversees all electrical projects as chief engineer and engineer of record. Jeff is a licensed professional engineer in all 50 states, the District of Columbia, and five Canadian provinces. To uphold his qualifications in electrical engineering, Jeff actively participates in continuing education courses mandated by state licensure requirements and various accreditation requirements, as well as other continuing education to remain knowledgeable in current electrical trends and techniques. Jeff’s sports and recreational facilities experience includes ice rinks (70+ projects), aquatic centers, community centers, gymnasiums, athletic fields, fieldhouses, park buildings and trails. Currently, Jeff is leading the electrical team on eight ice arena projects, including studies/plans, new ground-up construction, building additions/renovations, and ice system and dehumidification system replacements.

**RECENT ICE EXPERIENCE**

- Maple Grove CC & Ice Arena; Maple Grove, MN | expected 2026
- Ghost Pirates Ice Cove; Savannah, GA | expected 2025
- Richmond Ice Arena; Richmond, VA | expected 2025
- Runestone Community Center Expansion; Alexandria, MN | expected 2025
- Fairmont YMCA Community Center; Fairmont, MN | expected 2025
- Prairie Lakes Ice Arena; Watertown, SD | 2024
- Elk River Multi-Sport Facility; Elk River, MN | 2020

**ADDITIONAL ICE EXPERIENCE**

- Hopkins Ice Pavilion; Hopkins, MN | 2018



**DAN MARTIN**

Leveraging his experience in geotechnical and construction observation and testing services, Dan will complete the Geotechnical Engineering Report for the project.

**ELECTRICAL ENGINEER**  
Professional Engineer: MN #43926

**EDUCATION**

BS, Construction Management;  
Minnesota State University Mankato

**AFFILIATIONS**

Minnesota State Mankato Construction  
Management Advisory Board  
  
University of Minnesota Construction  
Management Advisory Board

**YEARS EXPERIENCE**  
25 Years Experience

Dan has more than 25 years of experience in the consulting and construction industry on a multitude of public and private projects. As a Director, Dan is responsible for managing client service accounts, setting up and managing both small- and large- scale projects, and performing consulting and design on all types of vertical construction related projects including reminding and communicating quality control issues with the project team and preparing final summary reports.

**RECENT EXPERIENCE**

- Burnsville Police and City Hall; Burnsville, MN
- South St. Paul City Hall Renovations; South St. Paul, MN
- Dayton’s Remodel; Minneapolis, MN
- Kraus Anderson Headquarters; Minneapolis, MN
- Eagle Brook Church; Woodbury, MN
- Soo Line Building Renovations; Minneapolis, MN
- Central Park Common; Eagan, MN
- Irondale High School Renovations; New Brighton, MN
- The Expo; Minneapolis, MN
- Mayo Clinic Square, Minneapolis, MN
- Minneapolis St. Paul Airport Parking Ramp; Bloomington, MN
- Sherburn County Government Center; Elk River, MN
- Gustavus-Nobel Hall Expansion; St Peter, MN
- Spring Lake Park New Elementary School; Blaine, MN
- Oltnan Middle School; Cottage Grove, MN





**BRAD FISHER**  
PE

As the Lead Civil Engineer, Brad will work closely with the design team and landscape architect on the site design.

**LEAD CIVIL ENGINEER**  
Professional Engineer: MN #43926

**EDUCATION**

BS, Civil Engineering;  
University of Minnesota

**LICENSES**

Professional Engineer: MN

**YEARS EXPERIENCE**

14 Years Experience

Brad is a project manager beginning his career in 2010 before joining Bolton & Menk in 2014. He has worked on many municipal projects consisting of roadway design, including municipal State Aid design and utilities such as sanitary sewer, water main, and storm sewer. Brad is passionate about listening to his clients’ needs and delivering their vision. He completes project planning, design, preparation of construction plans and specifications, and overall project management. His design experience includes preliminary and final design, preliminary layout and design, preparation of feasibility reports, preparation of construction plans and specifications, preparation of quantity take-offs and cost estimates, and project documentation. Brad is diligent in working with multiple different work groups and subconsultants while managing the project budget to keep his projects on track. In addition to his design experience, Brad has experience providing successful construction administration services on various projects. He has expertise in the evaluation of concrete pavement, determination of rehabilitation feasibility, and the implementation of concrete pavement rehabilitation (CPR) methods and repairs.

**RECENT EXPERIENCE**

- Wall Street Road Improvements; Northfield, MN | expected 2025
- Misc. Storm Structures Repair; Empire, MN | 2024
- Ice Arena Parking Lot Reconstruction; West. St. Paul, MN | 2024
- Jefferson Parkway Mill & Overlay Improvements; Northfield, MN | 2024
- Honeylocust Drive East Cannon River Trail Connection; Northfield, MN | 2024
- PMP Street & Utility Improvements; Arden Hills, MN | 2024
- Downtown South Reconstruction; Prior Lake, MN | 2022



**MATT ISAKSON**  
PE

Matt will be responsible for the civil site design, including design of water and sewer services.

**CIVIL ENGINEER**  
Professional Engineer: MN #43926

**EDUCATION**

BS, Civil Engineering;  
University of North Dakota

**LICENSES**

Professional Engineer: MN

**YEARS EXPERIENCE**

9 Years Experience

Matt is a project engineer at Bolton & Menk who debuted his professional career in 2015. As part of the site design team, his expertise spans site plan concepts, grading plans, and stormwater modeling and reports. His passion for the field stems from his childhood – growing up in Shakopee, MN, and having a first-hand look at the construction and development going on throughout the City.

**RECENT EXPERIENCE**

- Bloomington Ice Garden Renovations; Bloomington, MN | expected 2025
- Bridge Square Park Renovation & Utility Upgrades; Northfield, MN | expected 2024
- Red Rock Central K-12 School & Athletic Facilities; Lamberton, MN | 2024
- City Park Relocation; Wabasha, MN | 2023
- Street & Utility Improvements – Downtown Planning & Reconstruction Project; Wabasha, MN | 2023
- Stadium Field Reconstruction; Anoka, MN | 2022
- LYNX Silver Line Light Rail Transit Station Site & Civil Engineering Plans; Charlotte, NC | 2022
- Site Circulation & Campus Drainage Improvements; Rockford, MN | 2022



**JAY POMEROY**  
PLA

Jay will leverage years of experience in landscape architecture and athletic complex site design, working closely with the design team to keep the project aligned with the City’s goals.

**PRINCIPAL-IN-CHARGE**  
Professional Landscape Architect: MN #23543

**EDUCATION**  
  
BA, Landscape Architecture;  
University of Massachusetts Amherst  
  
BS, Environmental Design;  
University of Massachusetts Amherst

**LICENSES**  
  
Professional Landscape Architect:  
MN, IA, ND, WA, SC, NC

**YEARS EXPERIENCE**  
  
30 Years Experience

A principal landscape architect at Bolton & Menk, Jay began his career in 1988. His areas of expertise include landscape architecture, athletic complex design, school site design and campus renovation, municipal park improvements, and project management. He has extensive knowledge of complex site design with specific emphasis on high-performance ballfields. Jay has always loved how parts of the natural and built environment can come together to form creative and functional spaces. He has a proven ability of working with steering committees and advisory groups to identify and prioritize short- and long-range goals and collaborates regularly with architects and civil, mechanical, environmental, electrical, and environmental engineers.

**RECENT EXPERIENCE**

- Bloomington Ice Garden Renovation; Bloomington, MN | expected 2025
- Central Community Center; St. Louis Park, MN | expected 2024
- Braemar Ice Rink & Sports Dome; Edina, MN | TBD
- Willmar Recreation Center; Willmar, MN | 2021
- Andover YMCA Community Center; Andover, MN | 2020
- Elk River Multi-Sport Facility; Elk River, MN | 2020
- Orono High School Activity Center Addition; Orono, MN | 2019



**SCOTT WARD**

With extensive experience in ice projects, Scott will utilize his knowledge and expertise of ice arenas to support the project with refrigeration systems engineering.

**REFRIGERATION CONSULTANT**  
Professional Engineer: MN #40921

**EDUCATION**  
  
M.S. in Mechanical Engineering;  
University of Minnesota  
  
Bachelor of Civil Engineering;  
University of Minnesota

**LICENSES**  
  
Registered Professional Engineer: AL, AK, AZ, CO, CT, FL, IA, IL, MA, MD, ME, MI, MN, MO, NC, ND, NE, NJ, NH, NM, NY, OH, PA, RI, SD, TN, TX, VT, WA, WI, WV, WY

**YEARS EXPERIENCE**  
  
25 Years Experience

Scott’s civil and mechanical engineering education and experience uniquely qualifies him for the specialized design requirements of ice systems. With his experience in fluid hydraulics, pumping and piping systems, heat transfer, refrigeration, thermodynamics, structures, and materials, Scott has developed a specialty in designing ice systems. He has been involved in over 325 ice rink projects since 1997, bringing first-hand experience to this project both as a professional designer and as a user of these facilities. As an avid life-long hockey player, fan, supporter of youth hockey, and 15 years as coach of youth hockey programs; Scott has visited and used countless ice arena facilities. This experience has proven instrumental in applying practical insight to ensure system and spaces are designed to meet the specific needs of each facility and their performance and operational goals.

**RECENT ICE EXPERIENCE**

- Bloomington Ice Garden Renovation; Bloomington, MN | expected 2025
- Runestone Community Center Expansion; Alexandria, MN | expected 2025
- Apple Valley Hayes Arena; Apple Valley, MN | 2024
- Lakeville Hasse Arena; Lakeville, MN | 2024
- Xcel Energy Center Refrigeration Replacement; St. Paul, MN | 2023
- Andover YMCA Community Center; Andover, MN | 2020

**ADDITIONAL ICE EXPERIENCE**

- Lakeville Ames Arena; Lakeville, MN | 2019
- St. Luke’s Sports & Event Center; Proctor, MN | 2018



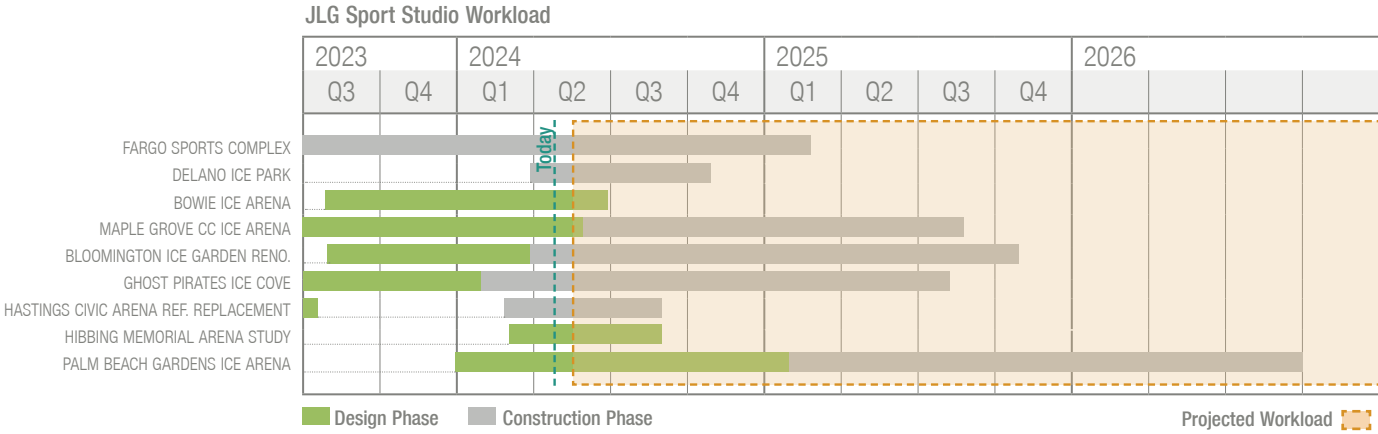
## TEAM AVAILABILITY

Our team is fully capable and has the availability to meet the project timeline. As indicated in the graph below, our team members will be dedicated to perform their indicated roles throughout the duration of the project.

NAME	ROLE	% DEDICATED TO THIS PROJECT
TOM BETTI	PRINCIPAL-IN-CHARGE	20%
ADAM BARNETT	PROJECT MANAGER	40%
RANDY LIEBERG	ICE ARENA SPECIALIST	40%
ZACH FINSTROM	PROJECT ARCHITECT	40%
MITCH BORGEN	JOB CAPTAIN	60%
TED WRIGHT	PROJECT DESIGNER	20%
BERRY HOLZ	INTERIOR DESIGNER	30%
ERIC NELSON	STRUCTURAL ENGINEER	30%
MIKE ANDERSON	MECHANICAL ENGINEER	40%
JEFFREY PIEHL	ELECTRICAL ENGINEER	40%
BRAD FISHER	LEAD CIVIL ENGINEER	30%
MATT ISAKSON	CIVIL ENGINEER	50%
JAY POMEROY	LANDSCAPE ARCHITECT	40%
SCOTT WARD	REFRIGERATION SPECIALIST	30%

## CURRENT & PROJECTED WORKLOAD

Our clients trust we have the right people for the job. As you can see from the chart below, we have several projects entering construction — an ideal time to focus our team’s attention on your design solutions. We will be able to dedicate our architectural and construction administration team members from the project kick-off through close-out so that you have a single source of contact from beginning to end. And, of course, we are a large architecture firm for a reason; more JLGers means a wealth of knowledge and abundance of resources from which to tap into when needed.





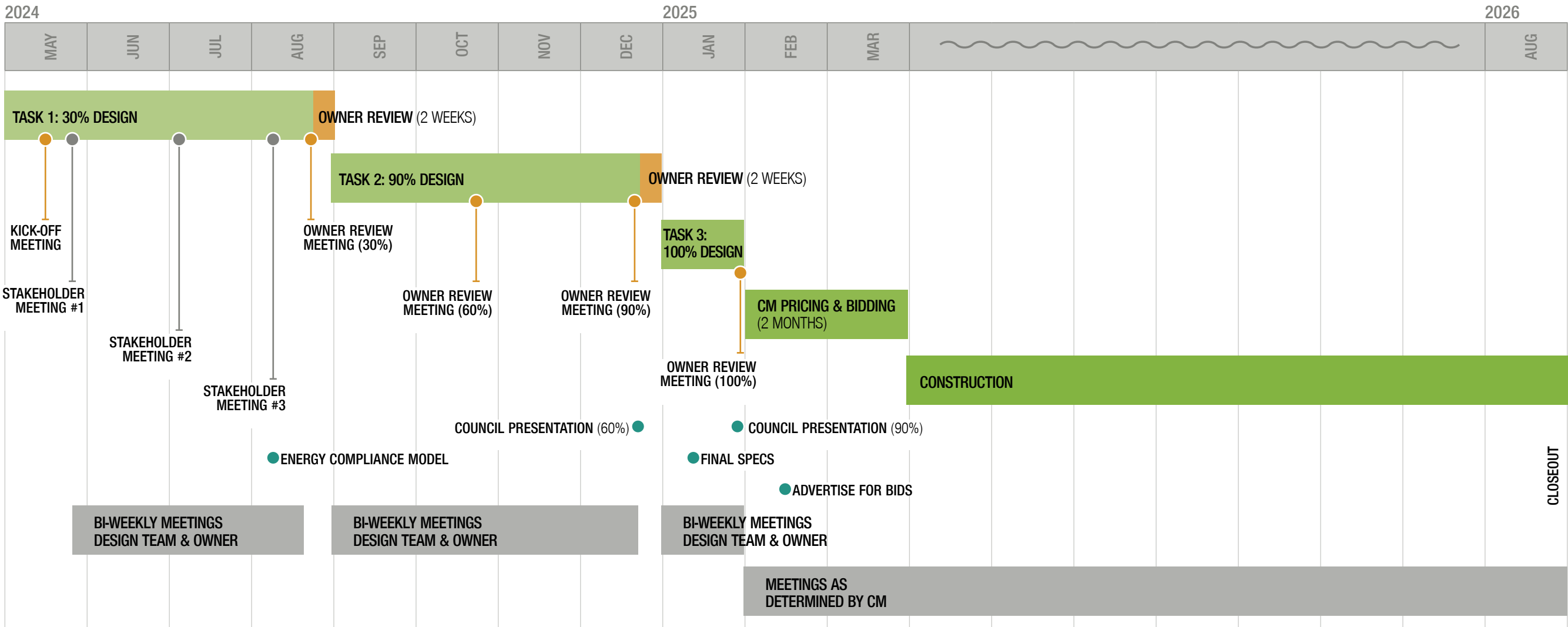


HOPKINS ICE PAVILION  
HOPKINS, MN | JLG, B32

# 05

## PROPOSED PROJECTED TIMELINE & COMPENSATION

PROJECT SCHEDULE







ROUGH RIDER EVENT CENTER  
WATFORD CITY, ND | JLG

PROPOSED COMPENSATION

JLG Architects is pleased to be considered to support the community of Northfield for the design of the Northfield Ice Arena. Below is the proposed compensation for our project team to complete the scope of work identified in the Request for Proposals and outlined in this proposal. The following pages include a further breakdown of tasks and hours by project phase. JLG Architects has never lost a project based on compensation and would be more than happy to sit down with the City and discuss the alignment of project scope and the proposed compensation if desired.

Fee Summary (Includes B3/LEED Services)	
Refer to the detailed fee spreadsheets outlining personnel and hours per phase for Architectural and Engineering Consultants. The detailed fee spreadsheets are located on the pages following this Fee Summary	
Architectural	\$821,060.00
Civil/Landscape	\$113,702.00
Structural Engineering	\$125,435.00
Mechanical Engineering	\$219,172.50
Electrical Engineering	\$130,095.00
Refrigeration Engineering	\$134,390.00
Survey	\$9,000.00
Geotechnical	\$18,000.00
Reimbursable Expenses Allowance	\$15,000.00*
Total Fee	\$1,585,854.50**
Budgets for Commissioning & Geothermal Services	
Commissioning Budget	\$75,000.00
Geothermal Scoping Budget	\$30,000.00
Geothermal Well Design	\$95,000.00
Geothermal Test Well Budget	\$20,000.00***

\*Expenses are estimated, the biggest expense being costs associated with travel. JLG Will notify the City ahead of time if the allowance is exceeded.

\*\*Includes required B3/LEED Services for the design team. Does not include commissioning, geothermal scoping analysis, design, or test well(s). It does include the required engineering interface between the geothermal design and the facility design. Estimates are included below for budgeting purposes only.

\*\*\*This can vary greatly depending on the type of test well selected along with depth of well. Could be \$15k to \$120k.



PROPOSED COMPENSATION BREAKDOWN ARCHITECTURAL

JLG Architects														
Northfield Arena - Architectural (Includes B3/LEED)				SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		BIDDING & NEGOTIATIONS		CONSTRUCTION ADMINISTRATION		TOTAL
Staff Classification		Rate	Hours	Total			Hours	Total			Hours	Total		
Principal In Charge		Tom Betti	\$290.00	4	\$1,160.00	4	\$1,160.00	4	\$1,160.00	0	\$0.00	4	\$1,160.00	\$4,640.00
Project Management		Adam Barnett	\$265.00	24	\$6,360.00	24	\$6,360.00	32	\$8,480.00	4	\$1,060.00	80	\$21,200.00	\$43,460.00
ARCHITECTURAL TIME														
Phase 1: SD	Project Start/Design/Team Mgmt	Zach Finstrom	\$190.00	120	\$22,800.00		\$0.00		\$0.00		\$0.00		\$0.00	\$22,800.00
	Revit Modeling/Codes	Mitch Borgan	\$130.00	140	\$18,200.00		\$0.00		\$0.00		\$0.00		\$0.00	\$18,200.00
	Planning and Programming	Randy Lieberg	\$245.00	80	\$19,600.00		\$0.00		\$0.00		\$0.00		\$0.00	\$19,600.00
	Interiors Design	Berry Holz	\$190.00	40	\$7,600.00		\$0.00		\$0.00		\$0.00		\$0.00	\$7,600.00
	Concept Design	Randy Lieberg	\$130.00	90	\$11,700.00		\$0.00		\$0.00		\$0.00		\$0.00	\$11,700.00
	Building Design	Ted Wright	\$245.00	90	\$22,050.00		\$0.00		\$0.00		\$0.00		\$0.00	\$22,050.00
	Planning and Programming	Spec Writer	\$160.00	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Concept Visualization	Visualizations	\$130.00	40	\$5,200.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,200.00
	Revit Modeling	Charli Hass	\$110.00	80	\$8,800.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,800.00
Phase 2: DD	Design/Redline Drawings	Zach Finstrom	\$190.00		\$0.00	128	\$24,320.00		\$0.00		\$0.00		\$0.00	\$24,320.00
	Design/Coordination	Mitch Borgan	\$130.00		\$0.00	192	\$24,960.00		\$0.00		\$0.00		\$0.00	\$24,960.00
	Building Design	Ted Wright	\$245.00		\$0.00	120	\$29,400.00		\$0.00		\$0.00		\$0.00	\$29,400.00
	Meetings/Design Assist/Review	Randy Lieberg	\$245.00		\$0.00	100	\$24,500.00		\$0.00		\$0.00		\$0.00	\$24,500.00
	Interiors Design/Coordination	Berry Holz	\$190.00		\$0.00	80	\$15,200.00		\$0.00		\$0.00		\$0.00	\$15,200.00
	Outline Specs	Spec Writer	\$160.00		\$0.00	24	\$3,840.00		\$0.00		\$0.00		\$0.00	\$3,840.00
	Revit Modeling	Charli Hass	\$110.00		\$0.00	240	\$26,400.00		\$0.00		\$0.00		\$0.00	\$26,400.00
	Revit Modeling Assist	Support Staff	\$110.00		\$0.00	65	\$7,150.00		\$0.00		\$0.00		\$0.00	\$7,150.00
Phase 3: CD	Design/Redline Drawings	Zach Finstrom	\$190.00		\$0.00		\$0.00	320	\$60,800.00		\$0.00		\$0.00	\$60,800.00
	Design/Coordination	Mitch Borgan	\$130.00		\$0.00		\$0.00	500	\$65,000.00		\$0.00		\$0.00	\$65,000.00
	Meetings/Design Assist/Review	Randy Lieberg	\$245.00		\$0.00		\$0.00	180	\$44,100.00		\$0.00		\$0.00	\$44,100.00
	Interiors Design/Coordination	Berry Holz	\$190.00		\$0.00		\$0.00	164	\$31,160.00		\$0.00		\$0.00	\$31,160.00
	Full Specifications	Spec Writer	\$160.00		\$0.00		\$0.00	120	\$19,200.00		\$0.00		\$0.00	\$19,200.00
	Revit Modeling	Charli Hass	\$110.00		\$0.00		\$0.00	590	\$64,900.00		\$0.00		\$0.00	\$64,900.00
	Revit Modeling Assist	Support Staff	\$110.00		\$0.00		\$0.00	320	\$35,200.00		\$0.00		\$0.00	\$35,200.00
	Cost Estimate Review	Construction Services	\$160.00		\$0.00		\$0.00	20	\$3,200.00		\$0.00		\$0.00	\$3,200.00
Phase 4: BID	Coordinate with CM	Zach Finstrom	\$190.00		\$0.00		\$0.00		\$0.00	80	\$15,200.00		\$0.00	\$15,200.00
	Coordinate Bidding Questions	Mitch Borgan	\$130.00		\$0.00		\$0.00		\$0.00	50	\$6,500.00		\$0.00	\$6,500.00
	Technical Assist Bidding Questions	Randy Lieberg	\$245.00		\$0.00		\$0.00		\$0.00	8	\$1,960.00		\$0.00	\$1,960.00
	Technical Assist Bidding Questions	Berry Holz	\$190.00		\$0.00		\$0.00		\$0.00	10	\$1,900.00		\$0.00	\$1,900.00
	Full Specifications	Spec Writer	\$160.00		\$0.00		\$0.00		\$0.00	16	\$2,560.00		\$0.00	\$2,560.00
	Revit Modeling	Charli Hass	\$110.00		\$0.00		\$0.00		\$0.00	32	\$3,520.00		\$0.00	\$3,520.00
	Coordinate with CM	Construction Services	\$160.00		\$0.00		\$0.00		\$0.00	24	\$3,840.00		\$0.00	\$3,840.00
Phase 5: CA	Oversight/RFQs/Addenda Coord.	Zach Finstrom	\$190.00		\$0.00		\$0.00		\$0.00		80	\$15,200.00	\$15,200.00	
	Oversight/RFQs/Addenda Coord.	Mitch Borgan	\$130.00		\$0.00		\$0.00		\$0.00		80	\$10,400.00	\$10,400.00	
	Technical Assist/Key Site Visits	Randy Lieberg	\$245.00		\$0.00		\$0.00		\$0.00		40	\$9,800.00	\$9,800.00	
	Technical Assist/Key Site Visits	Berry Holz	\$190.00		\$0.00		\$0.00		\$0.00		40	\$7,600.00	\$7,600.00	
	Daily Project Coord./Site Coord.	Construction Services	\$160.00		\$0.00		\$0.00		\$0.00		620	\$99,200.00	\$99,200.00	
Subtotal			708	\$123,470.00	977	\$163,290.00	2250	\$333,200.00	224	\$36,540.00	944	\$164,560.00	\$821,060.00	

PROPOSED COMPENSATION BREAKDOWN CIVIL/LANDSCAPE

Bolton & Menk														
Northfield Arena - Civil/Landscape (Includes B3/LEED)			SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		BIDDING		CONSTRUCTION ADMINISTRATION		TOTAL	
Consultant/Staff Classification		Rate	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total		
Principal Landscape Architect		Jay Pomeroy	\$216.00	1	\$216.00		\$0.00		\$0.00		\$0.00		\$0.00	\$216.00
Engineer of Record		Bradley Fisher	\$173.00	1	\$173.00		\$0.00		\$0.00		\$0.00		\$0.00	\$173.00
CIVIL AND LANDSCAPE TIME														
Phase 1: SD Project Start														
Concept Design - Landscape		Jay Pomeroy	\$216.00	16	\$3,456.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,456.00
Concept Design - Civil		Bradley Fisher	\$173.00	8	\$1,384.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,384.00
Revit Modeling		Design Engineer/Drafter	\$126.00	32	\$4,032.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,032.00
Redline Drawings		Jay Pomeroy	\$155.00	4	\$620.00		\$0.00		\$0.00		\$0.00		\$0.00	\$620.00
Preliminary Calculations/Drawings		Mathew Isakson	\$166.00	32	\$5,312.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,312.00
Design Assist/Review - Landscape		Jay Pomeroy	\$216.00	4	\$864.00		\$0.00		\$0.00		\$0.00		\$0.00	\$864.00
Design Assist/Review - Civil		Bradley Fisher	\$173.00	4	\$692.00		\$0.00		\$0.00		\$0.00		\$0.00	\$692.00
Administration		Administrative Assistant	\$103.00	4	\$412.00		\$0.00		\$0.00		\$0.00		\$0.00	\$412.00
Phase 2: DD														
Revit Modeling		Design Engineer/Drafter	\$126.00		\$0.00	60	\$7,560.00		\$0.00		\$0.00		\$0.00	\$7,560.00
Design/Coordination		Mathew Isakson	\$166.00		\$0.00	36	\$5,976.00		\$0.00		\$0.00		\$0.00	\$5,976.00
PM/Design/Review - Landscape		Jay Pomeroy	\$216.00		\$0.00	8	\$1,728.00		\$0.00		\$0.00		\$0.00	\$1,728.00
PM/Design/Review - Civil		Bradley Fisher	\$173.00		\$0.00	20	\$3,460.00		\$0.00		\$0.00		\$0.00	\$3,460.00
Meetings/Review - Landscape		Jay Pomeroy	\$216.00		\$0.00	8	\$1,728.00		\$0.00		\$0.00		\$0.00	\$1,728.00
Meetings/Review - Civil		Bradley Fisher	\$173.00		\$0.00	8	\$1,384.00		\$0.00		\$0.00		\$0.00	\$1,384.00
Administration		Administrative Assistant	\$103.00		\$0.00	8	\$824.00		\$0.00		\$0.00		\$0.00	\$824.00
Phase 3: CD														
Revit Modeling		Design Engineer/Drafter	\$126.00		\$0.00		\$0.00	138	\$17,388.00		\$0.00		\$0.00	\$17,388.00
Design/Coordination		Mathew Isakson	\$166.00		\$0.00		\$0.00	115	\$19,090.00		\$0.00		\$0.00	\$19,090.00
PM/Design/Review - Landscape		Jay Pomeroy	\$216.00		\$0.00		\$0.00	16	\$3,456.00		\$0.00		\$0.00	\$3,456.00
PM/Design/Review - Civil		Bradley Fisher	\$173.00		\$0.00		\$0.00	16	\$2,768.00		\$0.00		\$0.00	\$2,768.00
Meetings/Review - Landscape		Jay Pomeroy	\$216.00		\$0.00		\$0.00	4	\$864.00		\$0.00		\$0.00	\$864.00
Meetings/Review - Civil		Bradley Fisher	\$173.00		\$0.00		\$0.00	4	\$692.00		\$0.00		\$0.00	\$692.00
Administration		Administrative Assistant	\$103.00		\$0.00		\$0.00	16	\$1,648.00		\$0.00		\$0.00	\$1,648.00
Phase 4: Bidding														
Questions/Answer Addendums		Mathew Isakson	\$166.00		\$0.00		\$0.00		\$0.00	12	\$1,992.00		\$0.00	\$1,992.00
Drawings/Revisions for Addendum		Design Engineer/Drafter	\$126.00		\$0.00		\$0.00		\$0.00	28	\$3,528.00		\$0.00	\$3,528.00
Phase 4: CA														
Shop Drawings		Design Engineer/Drafter	\$126.00		\$0.00		\$0.00		\$0.00		\$0.00	74	\$9,324.00	\$9,324.00
In-House CA		Mathew Jackson	\$166.00		\$0.00		\$0.00		\$0.00		\$0.00	60	\$9,960.00	\$9,960.00
Two (2) Observation Trips		Mathew Jackson	\$166.00		\$0.00		\$0.00		\$0.00		\$0.00	16	\$2,656.00	\$2,656.00
Administrative		Administrative Assistant	\$103.00		\$0.00		\$0.00		\$0.00		\$0.00	5	\$515.00	\$515.00
Subtotal			106	\$17,161.00	148	\$22,660.00	309	\$45,906.00		\$5,520.00	155	\$22,455.00	\$113,702.00	

PROPOSED COMPENSATION BREAKDOWN STRUCTURAL

Nelson Rudie and Associates										
Northfield Arena - Structural Engineering (Includes B3/LEED)										
Consultant/Staff Classification		Rate	Hours	Total			Hours	Total	Hours	Total
Principal In Charge	Eric Nelson	\$180.00	1	\$180.00		\$0.00		\$0.00		\$180.00
Project Manager & Engineer of Record	Adam Fisher	\$155.00	0	\$0.00		\$0.00		\$0.00		\$0.00
STRUCTURAL TIME				\$0.00		\$0.00		\$0.00		\$0.00
Phase 1: SD	Project Start			\$0.00		\$0.00		\$0.00		\$0.00
	BIM Setup & Meetings	Austin Klassen	16	\$1,840.00		\$0.00		\$0.00		\$1,840.00
	Redline Drawings	Adam Fisher	60	\$9,300.00		\$0.00		\$0.00		\$9,300.00
	Preliminary Calculations	Mac Parris	84	\$8,400.00		\$0.00		\$0.00		\$8,400.00
	Meetings/Design Assist/Review	Adam Fisher	16	\$2,480.00		\$0.00		\$0.00		\$2,480.00
	Design Assist/Review	Eric Nelson	16	\$2,880.00	0	\$0.00		\$0.00		\$2,880.00
Phase 2: DD				\$0.00		\$0.00		\$0.00		\$0.00
	Revit Modeling	Austin Klassen		\$0.00	40	\$4,600.00		\$0.00		\$4,600.00
	Design/Coordination	Mac Parris		\$0.00	100	\$10,000.00		\$0.00		\$10,000.00
	Project Management/Design/Review	Adam Fisher		\$0.00	32	\$4,960.00		\$0.00		\$4,960.00
	Meetings/Review	Adam Fisher		\$0.00	16	\$2,480.00		\$0.00		\$2,480.00
	Review	Eric Nelson		\$0.00	17	\$3,060.00		\$0.00		\$3,060.00
				\$0.00		\$0.00		\$0.00		\$0.00
Phase 3: CD				\$0.00		\$0.00		\$0.00		\$0.00
	Revit Modeling	Austin Klassen		\$0.00		\$0.00	80	\$9,200.00		\$9,200.00
	Design/Coordination	Mac Parris		\$0.00		\$0.00	160	\$16,000.00		\$16,000.00
	Project Management/Design	Adam Fisher		\$0.00		\$0.00	64	\$9,920.00		\$9,920.00
	Spec Review	Adam Fisher		\$0.00		\$0.00	21	\$3,255.00		\$3,255.00
	Meetings	Adam Fisher		\$0.00		\$0.00	24	\$3,720.00		\$3,720.00
	Review For Permit	Adam Fisher		\$0.00		\$0.00	24	\$3,720.00		\$3,720.00
	2nd Review	Eric Nelson		\$0.00		\$0.00	24	\$4,320.00		\$4,320.00
				\$0.00		\$0.00		\$0.00		\$0.00
				\$0.00		\$0.00		\$0.00		\$0.00
				\$0.00		\$0.00		\$0.00		\$0.00
Phase 4: CA				\$0.00		\$0.00		\$0.00		\$0.00
	Shop Drawings	Mac Parris		\$0.00		\$0.00		\$0.00	120	\$12,000.00
	In-House CA	Adam Fisher		\$0.00		\$0.00		\$0.00	64	\$9,920.00
	One (3) Observation Trips	Mac Parris		\$0.00		\$0.00		\$0.00	32	\$3,200.00
				\$0.00		\$0.00		\$0.00		\$0.00
Subtotal			193	\$25,080.00	205	\$25,100.00	397	\$50,135.00	216	\$25,120.00
										\$125,435.00



PROPOSED COMPENSATION BREAKDOWN MECHANICAL (1 OF 2)

Nelson Rudie and Associates															
Northfield Arena - Mechanical (Includes B3/LEED)			SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		BIDDING & NEGOTIATIONS		CONSTRUCTION ADMINISTRATION		TOTAL		
Consultant/Staff Classification			Rate	Hours	Total			Hours	Total			Hours	Total		
Project Management			Michael Anderson	\$155.00	2	\$310.00	1	\$155.00	2	\$310.00		\$0.00		\$0.00	\$775.00
MECHANICAL TIME															
Phase 1: SD			Project Start	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	BIM Setup & Meetings		Chris Lanari	\$100.00	40	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,000.00
	Redline Drawings		Michael Anderson	\$155.00	40	\$6,200.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,200.00
	Preliminary Calculations		Chris Lanari	\$100.00	96	\$9,600.00		\$0.00		\$0.00		\$0.00		\$0.00	\$9,600.00
	Meetings/Design Assist/Review		Michael Anderson	\$155.00	40	\$6,200.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,200.00
	Design Assist/Review		Michael Anderson	\$155.00	40	\$6,200.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,200.00
B3															
	Run SB2030 iterations		Frederic Decourt, P.E.	\$210.00	24	\$5,040.00									\$5,040.00
	Coordinate Solar systems with vendors		Frederic Decourt, P.E.	\$210.00	16	\$3,360.00									\$3,360.00
	Coordination Meeting		Frederic Decourt, P.E.	\$210.00	8	\$1,680.00									\$1,680.00
Forms															
	E1A Energy Use		Chris Lanari	\$100.00	1	\$100.00									\$100.00
	E2A Evaluate Solar		Chris Lanari	\$100.00	3	\$300.00									\$300.00
	E3 Energy Star Appliance		Chris Lanari	\$100.00	0.5	\$50.00									\$50.00
Phase 2: DD															
	Revit Modeling		Chris Lanari	\$100.00		\$0.00	92	\$9,200.00		\$0.00		\$0.00		\$0.00	\$9,200.00
	Design/Coordination		Chris Lanari	\$100.00		\$0.00	92	\$9,200.00		\$0.00		\$0.00		\$0.00	\$9,200.00
	Project Management/Design/Review		Michael Anderson	\$155.00		\$0.00	40	\$6,200.00		\$0.00		\$0.00		\$0.00	\$6,200.00
	Meetings/Review		Michael Anderson	\$155.00		\$0.00	40	\$6,200.00		\$0.00		\$0.00		\$0.00	\$6,200.00
	Review		Michael Woehrle	\$250.00		\$0.00	6	\$1,500.00		\$0.00		\$0.00		\$0.00	\$1,500.00
B3															
	System Options and Analysis		Frederic Decourt, P.E.	\$210.00			40	\$8,400.00		\$0.00		\$0.00		\$0.00	\$8,400.00
	Energy Modeling		Andrew Sherheim	\$100.00			80	\$8,000.00		\$0.00		\$0.00		\$0.00	\$8,000.00
Forms															
Site/Wtr	S2D Water Systems		Chris Lanari	\$100.00			4	\$400.00		\$0.00		\$0.00		\$0.00	\$400.00
Energy	E1A Meet SB2030 Energy Standards		Chris Lanari	\$100.00			16	\$1,600.00		\$0.00		\$0.00		\$0.00	\$1,600.00
	E1B Document Predicted Energy Use		Chris Lanari	\$100.00			12	\$1,200.00		\$0.00		\$0.00		\$0.00	\$1,200.00
	E2A Evaluate Solar		Chris Lanari	\$100.00			12	\$1,200.00		\$0.00		\$0.00		\$0.00	\$1,200.00
	E3A Energy Star Appliance		Chris Lanari	\$100.00			1	\$100.00		\$0.00		\$0.00		\$0.00	\$100.00
	E3B Process Load Equipment Efficiency		Chris Lanari	\$100.00			1	\$100.00		\$0.00		\$0.00		\$0.00	\$100.00
	E4A SNAP Refrigerant		Chris Lanari	\$100.00			2	\$200.00		\$0.00		\$0.00		\$0.00	\$200.00
IEQ	I3E Permanent Entryway		Chris Lanari	\$100.00			0.5	\$50.00		\$0.00		\$0.00		\$0.00	\$50.00
	I4A Passive Thermal Comfort		Chris Lanari	\$100.00			4	\$400.00		\$0.00		\$0.00		\$0.00	\$400.00
Phase 3: CD															
	Revit Modeling		Chris Lanari	\$100.00		\$0.00		\$0.00	120	\$12,000.00		\$0.00		\$0.00	\$12,000.00
	Design/Coordination		Chris Lanari	\$100.00		\$0.00		\$0.00	120	\$12,000.00		\$0.00		\$0.00	\$12,000.00
	Project Management/Design		Michael Anderson	\$155.00		\$0.00		\$0.00	80	\$12,400.00		\$0.00		\$0.00	\$12,400.00
	Spec Review		Michael Anderson	\$155.00		\$0.00		\$0.00	24	\$3,720.00		\$0.00		\$0.00	\$3,720.00
	Meetings		Michael Anderson	\$155.00		\$0.00		\$0.00	40	\$6,200.00		\$0.00		\$0.00	\$6,200.00
	Review For Permit		Michael Anderson	\$155.00		\$0.00		\$0.00	40	\$6,200.00		\$0.00		\$0.00	\$6,200.00
	2nd Review		Michael Woehrle	\$250.00		\$0.00		\$0.00	16	\$4,000.00		\$0.00		\$0.00	\$4,000.00
B3															
	System Options and Analysis		Frederic Decourt, P.E.	\$210.00					24	\$5,040.00		\$0.00		\$0.00	\$5,040.00
	Energy Modeling		Andrew Sherheim	\$100.00					72	\$7,200.00		\$0.00		\$0.00	\$7,200.00
Forms															
Site/Wtr	S2D Water Systems		Chris Lanari	\$100.00					1	\$100.00		\$0.00		\$0.00	\$100.00
Energy	E0A Energy and Atmosphere Strategies I		Chris Lanari	\$100.00					2	\$200.00		\$0.00		\$0.00	\$200.00
	E1A Meet SB2030 Energy Standards		Chris Lanari	\$100.00					2	\$200.00		\$0.00		\$0.00	\$200.00

PROPOSED COMPENSATION BREAKDOWN MECHANICAL (2 OF 2)

	E1B Document Predicted Energy Use	Chris Lanari	\$100.00					8	\$800.00		\$0.00		\$0.00	\$800.00
	E2A Evaluate Solar	Chris Lanari	\$100.00					12	\$1,200.00		\$0.00		\$0.00	\$1,200.00
	E3A Energy Star Appliance	Chris Lanari	\$100.00					2	\$200.00		\$0.00		\$0.00	\$200.00
	E3B Process Load Equipment Efficiency	Chris Lanari	\$100.00					2	\$200.00		\$0.00		\$0.00	\$200.00
	E4A SNAP Refrigerant	Chris Lanari	\$100.00					4	\$400.00		\$0.00		\$0.00	\$400.00
	E4B Reduce Refrigerant Leakage	Chris Lanari	\$100.00					4	\$400.00		\$0.00		\$0.00	\$400.00
IEQ	I3A Ventilation Baseline	Chris Lanari	\$100.00					4	\$400.00		\$0.00		\$0.00	\$400.00
	I3B Monitor Outdoor CFM	Chris Lanari	\$100.00					6	\$600.00		\$0.00		\$0.00	\$600.00
	I3C Indoor Air Recirculation for Air Classe	Chris Lanari	\$100.00					8	\$800.00		\$0.00		\$0.00	\$800.00
	I3D Minimum Filtration Requirements	Chris Lanari	\$100.00					2	\$200.00		\$0.00		\$0.00	\$200.00
	I3E Permanent Entryway	Chris Lanari	\$100.00					2	\$200.00		\$0.00		\$0.00	\$200.00
	I3F Outdoor Air Minimum Separation Di	Chris Lanari	\$100.00					1	\$100.00		\$0.00		\$0.00	\$100.00
	I3G Radon Control	Chris Lanari	\$100.00					16	\$1,600.00		\$0.00		\$0.00	\$1,600.00
	I4A Passive Thermal Comfort	Chris Lanari	\$100.00					16	\$1,600.00		\$0.00		\$0.00	\$1,600.00
	I4B Active Thermal Comfort	Chris Lanari	\$100.00					16	\$1,600.00		\$0.00		\$0.00	\$1,600.00
Phase 4: BD														
	Bidding	Michael Anderson	\$155.00		\$0.00		\$0.00		\$0.00	52.5	\$8,137.50		\$0.00	\$8,137.50
Phase 5: CA														
	Shop Drawings	Chris Lanari	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00	116	\$11,600.00	\$11,600.00
	In-House CA	Chris Lanari	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00	110	\$11,000.00	\$11,000.00
	Shop Drawings	Michael Anderson	\$155.00		\$0.00		\$0.00		\$0.00		\$0.00	24	\$3,720.00	\$3,720.00
	In-House CA	Michael Anderson	\$155.00		\$0.00		\$0.00		\$0.00		\$0.00	24	\$3,720.00	\$3,720.00
	Final Punchlist	Michael Anderson	\$155.00		\$0.00		\$0.00		\$0.00		\$0.00	16	\$2,480.00	\$2,480.00
B3														
Forms														
Site/Wtr	S2D Water Systems	Chris Lanari	\$100.00						\$0.00		\$0.00		\$0.00	\$0.00
	E2A Evaluate Solar	Chris Lanari	\$100.00						\$0.00		\$0.00	8	\$800.00	\$800.00
	E3A Energy Star Appliance	Chris Lanari	\$100.00						\$0.00		\$0.00	1	\$100.00	\$100.00
	E3B Process Load Equipment Efficiency	Chris Lanari	\$100.00						\$0.00		\$0.00	4	\$400.00	\$400.00
	E4A SNAP Refrigerant	Chris Lanari	\$100.00						\$0.00		\$0.00	1	\$100.00	\$100.00
	E4B Reduce Refrigerant Leakage	Chris Lanari	\$100.00						\$0.00		\$0.00	1	\$100.00	\$100.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subtotal				310.5	\$43,040.00	443.5	\$54,105.00	646	\$79,870.00	52.5	\$8,137.50	305	\$34,020.00	\$219,172.50

PROPOSED COMPENSATION BREAKDOWN ELECTRICAL

Nelson Rudie and Associates													
Northfield Arena - Electrical (Includes B3/LEED)			SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		BIDDING & NEGOTIATIONS		CONSTRUCTION ADMINISTRATION		TOTAL
Consultant/Staff Classification		Rate	Hours	Total			Hours	Total			Hours	Total	
Project Management Sarah Greff		\$165.00	1.5	\$247.50	1.5	\$247.50	3	\$495.00		\$0.00	1	\$165.00	\$1,155.00
MECHANICAL TIME													
Phase 1: SD Project Start		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
BIM Setup & Meetings Nick Miranowski		\$100.00	40	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,000.00
Redline Drawings Sarah Greff		\$165.00	40	\$6,600.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,600.00
Preliminary Calculations Sarah Greff		\$165.00	40	\$6,600.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,600.00
Meetings/Design Assist/Review Sarah Greff		\$165.00	40	\$6,600.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,600.00
Design Assist/Review Jeff Piehl		\$250.00	8	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,000.00
Phase 2: DD													
Revit Modeling Nick Miranowski		\$100.00		\$0.00	40	\$4,000.00		\$0.00		\$0.00		\$0.00	\$4,000.00
Design/Coordination Sarah Greff		\$165.00		\$0.00	40	\$6,600.00		\$0.00		\$0.00		\$0.00	\$6,600.00
Project Management/Design/Review Sarah Greff		\$165.00		\$0.00	40	\$6,600.00		\$0.00		\$0.00		\$0.00	\$6,600.00
Meetings/Review Sarah Greff		\$165.00		\$0.00	40	\$6,600.00		\$0.00		\$0.00		\$0.00	\$6,600.00
Review Jeff Piehl		\$250.00		\$0.00	8	\$2,000.00		\$0.00		\$0.00		\$0.00	\$2,000.00
Phase 3: CD													
Revit Modeling Nick Miranowski		\$100.00		\$0.00		\$0.00	80	\$8,000.00		\$0.00		\$0.00	\$8,000.00
Design/Coordination Sarah Greff		\$165.00		\$0.00		\$0.00	80	\$13,200.00		\$0.00		\$0.00	\$13,200.00
Project Management/Design Sarah Greff		\$165.00		\$0.00		\$0.00	40	\$6,600.00		\$0.00		\$0.00	\$6,600.00
Spec Review Sarah Greff		\$165.00		\$0.00		\$0.00	20	\$3,300.00		\$0.00		\$0.00	\$3,300.00
Meetings Sarah Greff		\$165.00		\$0.00		\$0.00	40	\$6,600.00		\$0.00		\$0.00	\$6,600.00
Review For Permit Sarah Greff		\$165.00		\$0.00		\$0.00	20	\$3,300.00		\$0.00		\$0.00	\$3,300.00
2nd Review Jeff Piehl		\$250.00		\$0.00		\$0.00	16	\$4,000.00		\$0.00		\$0.00	\$4,000.00
Phase 4: BD													
Bidding Sarah Greff		\$165.00		\$0.00		\$0.00		\$0.00	40	\$6,600.00		\$0.00	\$6,600.00
Phase 5: CA													
Shop Drawings Sarah Greff		\$165.00		\$0.00		\$0.00		\$0.00		\$0.00	64	\$10,560.00	\$10,560.00
In-House CA Sarah Greff		\$165.00		\$0.00		\$0.00		\$0.00		\$0.00	36	\$5,940.00	\$5,940.00
Shop Drawings Sarah Greff		\$165.00		\$0.00		\$0.00		\$0.00		\$0.00	20	\$3,300.00	\$3,300.00
In-House CA Sarah Greff		\$165.00		\$0.00		\$0.00		\$0.00		\$0.00	20	\$3,300.00	\$3,300.00
Final Punchlist Sarah Greff		\$165.00		\$0.00		\$0.00		\$0.00		\$0.00	16	\$2,640.00	\$2,640.00
				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subtotal			169.5	\$26,047.50	169.5	\$26,047.50	299	\$45,495.00	40	\$6,600.00	157	\$25,905.00	\$130,095.00



PROPOSED COMPENSATION BREAKDOWN REFRIGERATION

B32 Engineering Group														
Northfield Arena - Refrigeration (Includes B3/LEED)													TOTAL	
Consultant/Staff Classification		Rate	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total		
Principal and Project Engineer		Scott Ward												
Project Engineer/Manager		Patrick Fournier												
Project Engineer/Manager		Scotty Hennen												
Administrative Assistant		Patsy Gruber												
Ammonia Emergency Planning Subconsultant - ArenaGu: Corey White		\$175.00												
CIVIL AND LANDSCAPE TIME														
Phase 1: SD Project Start														
	Concept Design	Scott Ward	\$258.00	12	\$3,096.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,096.00
	Concept Design	Patrick Fournier	\$180.00	8	\$1,440.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,440.00
	Revit Modeling	Patrick Fournier	\$180.00	32	\$5,760.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,760.00
	Redline Drawings	Scott Ward	\$258.00	2	\$516.00		\$0.00		\$0.00		\$0.00		\$0.00	\$516.00
	Preliminary Calculations/Drawings	Patrick Fournier	\$180.00	20	\$3,600.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,600.00
	Meetings/Design Assist/Review	Scott Ward	\$258.00	6	\$1,548.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,548.00
	Meetings/Design Assist/Review	Patrick Fournier	\$180.00	6	\$1,080.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,080.00
	Administration	Patsy Gruber	\$101.00	2	\$202.00		\$0.00		\$0.00		\$0.00		\$0.00	\$202.00
Phase 2: DD														
	Revit Modeling	Patrick Fournier	\$180.00		\$0.00	26	\$4,680.00		\$0.00		\$0.00		\$0.00	\$4,680.00
	Design/Coordination	Patrick Fournier	\$180.00		\$0.00	26	\$4,680.00		\$0.00		\$0.00		\$0.00	\$4,680.00
	Project Management/Design/Review	Scott Ward	\$258.00		\$0.00	6	\$1,548.00		\$0.00		\$0.00		\$0.00	\$1,548.00
	Meetings/Review	Scott Ward	\$258.00		\$0.00	10	\$2,580.00		\$0.00		\$0.00		\$0.00	\$2,580.00
	Meetings/Review	Patrick Fournier	\$180.00		\$0.00	12	\$2,160.00		\$0.00		\$0.00		\$0.00	\$2,160.00
	Administration	Patsy Gruber	\$103.00		\$0.00	2	\$206.00		\$0.00		\$0.00		\$0.00	\$206.00
Phase 3: CD														
	Revit Modeling	Patrick Fournier	\$180.00		\$0.00		\$0.00	105	\$18,900.00		\$0.00		\$0.00	\$18,900.00
	Design/Coordination	Patrick Fournier	\$180.00		\$0.00		\$0.00	100	\$18,000.00		\$0.00		\$0.00	\$18,000.00
	Design/Coordination	Scotty Hennen	\$137.00		\$0.00		\$0.00	12	\$1,644.00		\$0.00		\$0.00	\$1,644.00
	Project Management/Design/Review	Scott Ward	\$258.00		\$0.00		\$0.00	12	\$3,096.00		\$0.00		\$0.00	\$3,096.00
	Meetings/Review	Scott Ward	\$258.00		\$0.00		\$0.00	4	\$1,032.00		\$0.00		\$0.00	\$1,032.00
	Meetings/Review	Patrick Fournier	\$180.00		\$0.00		\$0.00	10	\$1,800.00		\$0.00		\$0.00	\$1,800.00
	Administration	Patsy Gruber	\$103.00		\$0.00		\$0.00	6	\$618.00		\$0.00		\$0.00	\$618.00
Phase 4: Bidding														
	Questions/Answer Addendums	Patrick Fournier	\$180.00		\$0.00		\$0.00		\$0.00	10	\$1,800.00		\$0.00	\$1,800.00
	Questions/Answer Addendums	Scott Ward	\$258.00		\$0.00		\$0.00		\$0.00	3	\$774.00		\$0.00	\$774.00
	Drawings/Revisions for Addendum	Patrick Fournier	\$180.00		\$0.00		\$0.00		\$0.00	15	\$2,700.00		\$0.00	\$2,700.00
Phase 4: CA														
	Shop Drawings	Patrick Fournier	\$180.00		\$0.00		\$0.00		\$0.00		\$0.00	45	\$8,100.00	\$8,100.00
	In-House CA	Patrick Fournier	\$180.00		\$0.00		\$0.00		\$0.00		\$0.00	72	\$12,960.00	\$12,960.00
	Five to Six (5-6) Observation Trips	Patrick Fournier	\$180.00		\$0.00		\$0.00		\$0.00		\$0.00	48	\$8,640.00	\$8,640.00
	Administrative	Patsy Gruber	\$103.00		\$0.00		\$0.00		\$0.00		\$0.00	15	\$1,545.00	\$1,545.00
	Ammonia Emergency Planning Document	Corey White	\$175.00		\$0.00		\$0.00		\$0.00		\$0.00	65	\$11,375.00	\$11,375.00
	Ammonia Emergency Planning Document	Patrick Fournier	\$180.00		\$0.00		\$0.00		\$0.00		\$0.00	39	\$7,020.00	\$7,020.00
	Ammonia Emergency Planning Document	Scott Ward	\$258.00		\$0.00		\$0.00		\$0.00		\$0.00	5	\$1,290.00	\$1,290.00
Subtotal				88	\$17,242.00	82	\$15,854.00	249	\$45,090.00		\$5,274.00	289	\$50,930.00	\$134,390.00

*Engineering News-Record*  
Top Design Firms in the U.S.

*Building Design+Construction*  
Top Sport Architecture Giants in the U.S.

Great Place to Work Institute  
Great Place to Work-Certified™

Construction Specifications Institute  
National Firm Award for Environmental Stewardship



100% EMPLOYEE-OWNED ESOP  
[jlgarchitects.com](http://jlgarchitects.com)

Request for Proposals (RFP)  
Architectural / Engineering and Construction Administration Services

**NORTHFIELD ICE ARENA**

**PROPOSAL SUBMISSION DEADLINES**

Proposals must be received by the 2:00 p.m., April 24, 2024. The proposal shall be email to david.bennett@northfieldmn.gov.

At that time, proposals will be opened and documented as received, cataloged, for all required submittals, and prepared for review. Proposal reviews will occur between April 25, 2024 and May 10, 2024. The City reserves the right to extend the evaluation period if needed.

All questions and requests for clarification of the RFP must be submitted in writing or email by 2:00 p.m. April 17, 2024. Such correspondence shall only be made to the RFP administrator:

David Bennett  
Public Work Director/City Engineer  
801 Washington Street  
Northfield, MN 55057  
Email: david.bennett@northfieldmn.gov

The City intends to review request and provide written response and/or addendum as needed by April 19, 2024.

**The RFP documents, forms, and subsequent addendums may be obtained, at no cost at:**

<https://www.ci.northfield.mn.us/bids.aspx>

## **1. Introduction**

The City of Northfield has been planning for a new Ice Arena for over 10-years. The last referendum for a 2-sheet facility in 2018 failed. However, partners have come together to provide funding for a new Single Sheet Ice Arena. The City is proposing a not to exceed cost of \$20.9 Million for a total project cost for a new ice arena on 7-acres of land donated to the Northfield Hockey Association that will be transferred to the City of Northfield.

### **1.1 Background**

The City requests qualified firms to submit proposals for design development services, preparation of plans and specifications for solicitation of Construction Invitation for Bids and project Construction Administrative services.

The City intends to use documents created through the A&E services to:



- Select a Preferred Design Plan
- Obtain the necessary Project approvals
- Provide complete plans and specifications to fully describe the Project
- Architect shall prepare request for qualifications for Construction Manager at risk and participate in selection committee.
  - Architect shall assist in preparation of documents for Mn Statute 471.463 Construction Manager at Risk

The RPF response shall include the following services:

- Architecture/Interior Design
- Structural Engineering
- Civil Engineering
- Landscape Architecture
- Mechanical/Electrical/Low Voltage Engineering
- Ice systems/refrigeration
- Geotechnical Engineering
- Any additional sub-consultants as deemed necessary by the A&E team.

The City will not accept individual proposals for any of the above-mentioned work items. Proposers must include ALL required work in a consolidated proposal by a single lead firm.

The City will make its selection according to the requirements set forth in section 1.6.

## **1.2 Project Description**

This project consists of a Northfield Single Sheet Ice Arena that consists of a new modern ice area with locker rooms, high school locker rooms, seating capacity of ~500 spectators, concession stand, staff office, and pro-shop. The building program and draft layouts are attached.

The New Ice Arena shall follow the City building sustainable policy which is attached. The architect and City shall agree on which sustainable criteria most applicable to this building type such as B3 or LEED. The selected A&E Team shall confirm these standards as design is finalized.

## **1.3 Scope of Services**

The selected A&E Team's construction plans and specifications shall meet all relevant requirements of applicable local, State codes, ordinances and regulations including the Americans with Disabilities Act.

### **1.3.1 30% Preliminary Design**

The A&E Team shall prepare documents that confirm the current condition of the site and to accommodate the required project within the budget of the project. The 30% preliminary design should include the following:

- Existing conditions plan
- Boundary Survey
- Preliminary Code Summary
- Site Plan

- Landscape Plan
- Architectural Floor Plans of proposed structure
- Visual renderings of the Ice Arena. Indicate general materials and finishes.
  - Assume three (3) variations of visual renderings after input is received on the initial renderings.
- Building elevation showing general materials and finishes.
- Final Geotechnical Engineering Report that includes specific recommendations for foundations, and any corrective action deemed necessary as a result of the Schematic Design Phase.

### **1.3.2 60% Preliminary Design**

The A&E team will complete all work necessary to achieve a 60% Design Development Package and Report of the project.

Work includes plan sheets for civil and landscape, architectural, structural, mechanical and electrical engineering disciplines and outline technical specifications. Contained within the report should be a description of all interior and exterior architectural materials and finishes, structural systems, and materials, electrical and mechanical systems (interior and exterior) pavement materials and sub-surface materials and equipment, landscape, site materials, traffic and traffic control devices. A description of construction phasing and phasing plans must be included. 60% Design Development drawings include but are not limited to the following:

- Title Sheet
- Quantity Sheet
- Code Plan
- Site Plan Certification
- Phasing Plan
- Site Plan
- Grading and Erosion Control Plan (SWPPP)
- Utility Plans
- Civil Details Plan
- Landscape Plan
- Architectural Floor Plans
- Architectural Roof Plans
- Exterior Elevations
- Interior Elevations
- Building Sections
- Refrigeration plans
- Wall Types and Section
- Detail & Schedule Sheets
- Structural Notes
- Foundation Plans
- Structural Plans
- Structural Sections
- Structural Details
- MEP Schematics
- Mechanical Plans

- Electrical Plans
- Lighting Plans
- Power and Alarm Plans
- Electrical Riser/Panel Boards Plan
- Electrical Schedules
- Electrical Details

### **1.3.3 100% Plans and Specifications**

Project documents will require final approval by the City. City staff will provide formal responses for each reviewed version. The A&E team will coordinate all reviews, comments, and approvals.

The A&E Team should budget for the minimum of two (2) progress set review meetings with City Staff during this phase of the work.

### **1.3.4 Bid Phase**

#### **Bid Phase Activities**

- Respond to questions from bidders as required
- Prepare for and facilitate pre-bid meeting as necessary for CM
- Prepare addenda to include responses to questions raised by plan holders and to incorporate revisions, changes, additions or deletions identified to the City. A/E Team will also provide a PDF of all documents.
- Upon completion of Bid Phase, A/E Team shall prepare a conformed set of construction documents that include all addenda issued during the Bid Phase. Original setoff documents shall be labeled "For Permit & Construction" and delivered to City. A/E Team will also provide a PDF of all documents.
- Include bid opening information, attend bid opening, read bids and help with publications. After receipt of bid, create a comprehensive review of apparent low bidder. Compile a letter of recommendation to be delivered to City representative of the contractor selectee.

### **1.3.5 Construction Phase**

#### **Construction Phase Activities**

- Prepare for and attend pre-construction meetings.
- Prepare for and attend regularly scheduled construction progress meetings and conduct unscheduled site visits as requested (minimum-10)
- Respond to RFI's. Maintain a file of RFI's and responses
- Review Contractor's submittal and provide comments or approval of submittal and drawings.
- Prepare Change Orders, Construction Change Directives, proposal request and monthly Payment Applications for the City's approval and execution.
- Attend the walkthroughs where the punch list would be created with items that the contractor would need to correct, as well as making sure City receives a Certificate of Occupancy per deadline.
- Perform Substantial Completion and Closeout activities at project completion.



- Prepare final record drawings incorporating Contractor's as-built set, documenting alternations in the work that have occurred during construction. Provide CAD filed PDF and one full-size paper copy of record drawings.

#### Additional Information

- The design services and construction administration contract period is expected to be not more than eighteen to twenty-four (18-24) months.
- The design services (Tasks 1-3) are expected to be completed in nine (9) months.
- Monthly progress reports are required to show:
  - Project activities and deliverables
  - Action Items/outstanding items
  - Project schedule
  - Project cost
  - Project quality

As stated above: During the design process, the A&E Consultant will be expected to meet with City. At a minimum, these meetings will include:

- Three (3) meetings with stakeholders.
- One (1) meeting to review 30% Schematic Design drawings
- One (1) meeting to review 60% Design Development drawings
- One (1) City Council Meeting for 60% Update
- One (1) City Council at 90% plans
- One (1) meeting for progress set reviews during 100% Construction Documents and Specifications
- One (1) Pre-bid meeting during Bid Phase

#### Construction Phase

- Pre-Construction meetings
- Regularly scheduled weekly construction progress meetings and conduct unscheduled site visits as necessary

## 1.4 Project Timeline

Northfield Ice Arena:

- April 2024 Request for Architecture/Engineering Service
- May 2024 Contract with Architect/Engineer
- August 2024 30% preliminary design schematic and layout
- August 2024 Energy Compliance early model of schematic building design
- October 2024 60% design schematic and layout
- December 2024 90% design schematic and layout
- January 2025 Final design and contract/specification
- February 2025 Advertise project for bid
- March 2025 Open Bids & Award Contracts
- April 2025 – July 2026 Construct Project
- August 2026 Project Closeout

## 1.5 Instructions to Proposers

### 1.5.1 General

Proposers shall acquaint themselves with, and shall comply with all applicable state, and local statutes, rules, and ordinances. The successful proposer shall be required to enter into a contract with the City. The contract shall consist of the RFP, Proposal and Attachments, and the Contract Form. Submission of proposal shall constitute binding, irrevocable offer for a period of 90 days after the date the proposals are due.

Any questions that the Proposer may have in regard to the interpretation and/or clarification of the RFP shall be submitted in writing (via-email) to David Bennett, Public Works Director/City Engineer David.bennett@northfieldmn.gov no later than April 17, 2024.

All Proposers will have access to all questions and answers submitted in writing via the above listed website. Responses will be furnished on or before April 19, 2024. All prospective responders will be responsible for checking the webpage for any addendums to the RFP and any questions that have been answered. Please note that questions will be posted verbatim as submitted.

Each proposal shall be submitted in the requested format and provide for all pertinent information outlined below. Proposers understand that any and all parts of the submitted proposal may become part of any subsequent contract between the City and the selected proposer. Any costs incurred by proposer in responding to this RFP shall be the proposer's sole expense and will not be reimbursed by the City.

### 1.5.2 Proposal Requirements

Items listed in this section must accompany your proposal. If any required item is omitted, the proposal may be rejected and returned without further consideration.

1. Proposal:

- Cover Page
- Cover Letter
- Table of Contents
- Statement of Qualifications and Relevant Firm Experience (must provide dates of relevant projects, with size, costs and locations)
- Project Specific Qualifications
- Detailed Work Plan addressing each of the tasks in the Scope of Work (work plan must outline each position proposed under the tasks, with their proposed hours)

### 1.5.3 Proposal Narrative and Content

Proposers shall in their narrative discuss their experience as well as their view of what the scope of work should be. The proposal must conform to the following outline and contain all requested information in the same sequential order as outlined in this section of this RFP to be considered for further evaluation.

Proposer Information: Provide the Proposer's full company name and address, indicate main contact people with title and phone number (both fax, voice and email), and Minnesota Tax ID number (if

applicable). Proposer should also include the addresses for any branch offices. Proposer will do the same for all major subcontractors. Failure to do so will be considered non-responsive.

Project Approach: The Proposer will detail, in their own words, the project objectives, goals, and tasks to show and demonstrate the Proposer's view of the nature of the project.

Detailed Work Plan: The proposer shall submit a detailed work plan that will identify the major tasks to be accomplished and be used as a scheduling and management tool, as well as the basis for invoicing. The Proposer will give a detailed work plan to explain how the firm would produce the requested work outlined in "Section 1.3 – Scope of Services" and what additional or different tasks they would propose to accomplish the objectives of this project. The work plan must present the Proposer's approach, task breakdown, deliverable due dates and personnel working on the project and the hours assigned to each individual to reach the project results. Proposers are encouraged to propose additional tasks or activities or modify the tasks identified in the RFP if you believe the changes will substantially improve the results of the project. In addition:

- The proposer will identify and describe all deliverables to be provided for the project.
- The proposer will identify and describe the level of the City's participation in the project as well as any other services to be provided by the City.

Basic Experience and Personnel Resources: In an effort to obtain a better understanding of the proposing company's basic experience and personnel resources, all proposals shall provide an overall company inventory with the following provided:

- The location of the company's offices and point of contact within each office.
- The number of personnel by discipline (e.g., architects, civil engineers, geologists, surveyors, soils engineers, etc.).
- Summary of professional services fees received for similar projects for the last three (3) years.
- Profile of firm's project experience for the last five (5) years.

Project Specification Qualifications: The proposer shall submit the following Project Specific Qualifications within their proposal:

- A minimum of four (4) references from similar projects completed in the last five (5) years.
- List of Lead Consultant's qualified personnel that will be responsible for completing the work, including each persons' time commitment for the project, and their roles in the project.
- All proposed sub-consultant firms and responsible staff members. Include a list of similar projects that the Lead and Sub-Contractors have worked on together.
- An organizational chart of the proposed team, showing the names and roles of all key personnel and the firm they are associated with.
- Resumes of all key personnel being proposed for the project.
- Teams availability to complete project and stay on schedule.

Project Staff: The Proposer will provide an organizational chart for the project staff identifying the project manager, key personnel and/or Sub Contractors. Each lead professional project team member, including subcontractor, should have a brief resume highlighting their training and most recent experiences within the last five (5) years, as it relates to similar ice arena facility projects. No changes in



key/lead personnel assigned to the project will be permitted without the written approval of the City Project Manager.

Proposed Projected Timeline: The Proposer shall prepare a timeline for this work based on the Award Date, specified in Section 1.4 of this RFP: A&E Services and Construction Administration Tentative Schedule and the proposed Scope of Work.

Included within this timeline must be the meetings listed under Section 1.3 and the following Milestones:

Design Phase Begin

Task 1: 30% Preliminary Design Completion

Task 2: 60%-90% Design Development Completion

Task 3: 100% Construction Documents Completion

#### **1.5.4 Format**

1. Provide one electronic proposal. For ease of review, proposals should contain a Table of Contents and should have consecutively numbered pages, with Exhibits following.
2. Proposals should be limited to a maximum of 25 sheets (50 pages, assuming two-sided) not including Cover Letter, Table of Contents, Required Exhibits, or Dividers.

All proposals must be clearly marked “**Proposal for Northfield Ice Arena**” as well as include the name and address of the Proposer.

#### **1.5.5 Deadline**

Proposals must be received by email by April 24, 2024 by 2:00 p.m. Email [David.bennett@northfieldmn.gov](mailto:David.bennett@northfieldmn.gov).

Proposals received after the specified time and date may not be considered at the City’s discretion.

If proposals are sent by U.S. Mail or other delivery service, it is solely the responsibility of the Proposer to ensure that the proposal package is properly addressed and physically delivered on time.

The submission of a proposal shall constitute an acknowledgement upon which the City may rely that the Proposer has thoroughly examined and is familiar with RFP, the attachments, any addendums, and work sites as applicable, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the services to be provided. The failure or neglect of a Proposer to do so shall in no way relieve the Proposer from any obligations with respect to the proposal or contract issued as a result of this RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any aspect of the RFP, attachments, agendas, work sites, statutes, regulations, ordinances or resolutions.

#### **1.5.6 Expenses**

The City is not liable for any cost incurred by Proposers in replying to this RFP.

### 1.5.7 Disposition of Responses

All material submitted in response to this RFP will become property of the City and will become public record after an evaluation process is completed and an award decision made, if the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, MN.Stat.13.37, the Proposer must:

- Clearly mark all trade secret materials in its response at the time the response is submitted.
- Include a statement with its response justifying the trade secret designation for each item.
- Defend any action seeking release of materials it believes to be trade secret and indemnify and hold harmless the City of Northfield, its agents and employees, from any judgments or damages awarded against the City in Favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City award of contract. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to RFP's for a minimum of two (2) years. Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is awarded.

The determination of whether or not materials constitute trade secrets pursuant to MN.Stat.13.37 shall be subject to the discretion of the City.

### 1.5.8 Withdrawal or Modifications of Proposals

Each proposal shall constitute a binding, irrevocable offer for a period of 90 days after the date the proposals are due. Proposals which have been submitted to the City may be withdrawn by the Proposer only if a written withdrawal request is received by the RFP Administrator in person, by mail, or by email prior to the time proposals are due. Proposals which are timely withdrawn, shall be returned to Proposer unopened.

A Proposer may submit a modified proposal prior to the time proposals are due. A modified proposal must be received by the RFP Administrator prior to the time proposals are due. If a modified proposal is timely submitted, the City shall deem a previous proposal submitted by the Proposer to have been withdrawn and the previous proposal shall be returned to the Proposer unopened.

## 1.6 Firm Selection and Award Process

### 1.6.1 Evaluation Panel

Proposals will be evaluated by an A&E Selection Committee. The A&E Selection Committee will include members of the City staff and other entities.

### 1.6.2 Short List of Proposers

The City will determine a *short list* of qualified firms with whom oral discussions and presentations may take place. The short list will contain a number appropriate for adequate competition and consist of those firms that have a reasonable chance of getting award.

### 1.6.3 Short List of Evaluation Criteria

Firms will be evaluated with respect to their qualifications statements in each of the evaluation criteria elements as being “excellent”, “satisfactory”, or “unsatisfactory”. After rating each firm’s qualifications for each criterion, the committee members then give each firm an overall evaluation rating. The overall rating for the firms are then compared and the firms with the most “excellent” ratings are short listed.

The following short list evaluation criteria will be used in the selection of short listed firms:

#### Basic Experience:

- Established point of contacts within firm with similar project experience as required for this project.
- Rounded personnel resources (architects, civil engineers, surveyors, etc.) for the services required.

#### Past Performance:

- Past project experience (10 or more projects within the past 5 years).
- Similar project experience (2 or more within the past 5 years).
- High reference ratings.

#### Project Specific:

- Project teams covers all required services.
- Time allotted for project by project team is attainable. Organizational chart clearly outlines firms’ commitment to project.
- Resumes are complete for all key personnel - personnel are well qualified for project.
- Project experience is highlighted for each of the team firms – experience is relevant to current project.
- Each team firm members are available to complete project. Clearly identifies availability of each of the teams’ firms.

### 1.6.4 Evaluation and Selection of Most Qualified Firm

The short listed proposers will be further evaluated to determine the most qualified firm. The evaluation of the short listed proposals will be based on qualifications, demonstrated competence, and technical responses to the RFP. Price is excluded as an evaluation factor, and negotiations are conducted with the most qualified firm only. The short listed proposers will have the following evaluation criteria applied to their proposals:

#### Quality of Proposal/Technical Criteria. Total Points Possible: 40 points

- Completeness in addressing the requirements of the RFP and Scope of Work.
- Work plan and schedule. Project schedule shows specific tasks, milestones, and deliverables by the A&E firm and sub-consultants.
- Demonstrated understanding of the work required for this project. Recognition of overall concept and objectives.
- Method of Approach, challenges, and strategies that will be employed to complete on time
- Responsiveness to requirements, terms and conditions.
- Organizational chart and staffing detail provides for quality, detail, logic and proposed level of effort.



- Identification of proposed team members that have worked together before on comparable projects.
- Sufficiency of management mechanisms/techniques to facilitate the management services.
- Impact of firms and sub-consultants' workload and their ability to undertake the project.

Experience of Proposer. Total Points Possible: 30 points

- Identification of which of their proposed team members have worked on comparable projects.
- Identification of how their proposed team has worked together on previous and similar projects.
- Experience in the planning, programming, design and construction management of facilities similar in size and scope, a Clarity and logic of the proposed organizational structure.
- Experience of the proposed project team members including education, experience, and working as a team.
- Experience and qualifications of key personnel and sub-consultants with similar type projects.
- Experience in complying with the Americans with Disability Act requirements.

Qualifications of Proposer/Key Personnel. Total Points Possible: 30 points

- Professional competence in areas directly related to this RFP.
- Successful completion of similar facility projects.
- Qualifications and experience of key personnel, including education, past experience.

## **1.7 Awarding Contract**

### **1.7.1 Cost Proposal Form**

For purposes of completing the cost proposal, the City will not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished. Terms of the proposals as stated must be valid for the length of the project. Within the cost proposal, include a breakdown of labor, overhead, profit and expense, showing how the rate was derived. The responder must include a total project cost along with the following:

- A breakdown of the hours by task for each employee.
- Identification of anticipated direct expenses.
- Identification of any assumption made while developing this cost proposal.
- Identification of any cost information related to additional services or tasks, include this in the cost proposal but identify it as additional costs and not make it part of the total project cost.

The responder must have the cost proposal signed in ink by authorized member of the firm. Any additional tasks or activities identified in the proposal shall be provided in the cost proposal and must be clearly separated from the required items. If an agreement cannot be reached on best and final offer with most qualified firm, negotiations are formally terminated with that firm, thereby rejecting that firm's proposal. Negotiations are then conducted with next most qualified firm. This process continues until a negotiated agreement is reached which is considered to be fair and reasonable.

### **1.7.2 Determination of Award**

The A&E Selection Committee will make a determination as to the most qualified firm and agreement on price. This determination will be based on the results of its evaluation and selection process as

provided in Section 1.6 Firm Selection and Award Process. The City shall make awards only to responsible A&E Firm possessing the ability to perform successfully under the terms and conditions of the RFP and its attachments. Consideration shall be given to such matters as A&E Firm integrity, record of past performance, and financial and technical resources.

Contract Type:

A firm-fixed price contract establishing a series of line item or unit prices that are not subject to any adjustment on the basis of the A&E Firm's cost experience in performing the contract will be used. This contract will provide for payments for completed items of work and requires contractor to submit invoices qualifying their expenses throughout the contract term.

A&E Firms are prohibited from using Cost Plus Percentage of Cost Contracts (CPPC) with their subcontracts. Any contractual arrangement whereby the A&E Firm is assured of greater profits by incurring additional cost will be held illegal.

The City shall accept undisputed audits of other Federal or State government agencies for purposes of establishing indirect cost rates that are used for pricing, negotiation, reporting and contract payments.

**RESERVATION OF RIGHTS:**

The City reserves the right, for any reason to accept or reject any one or more proposal submitted.

## **1.8 General Contract Conditions**

The following descriptions are included below to highlight significant conditions the A&E Firm should be aware of.

### **1.8.1 Duration**

The Contract shall be in effect for approximately 24 months from the date of contract execution through project completion.

### **1.8.2 Accessibility**

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; DOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. Part 37; and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38. Notably, DOT Incorporated by reference into Appendix A of its regulations at 49 C.F.R. Part 37 the Access Board's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. Part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

### **1.8.3 A&E Contract Provisions**

A&E Role in Construction Change Orders, Claims and Litigation:

The A&E Firm will provide assistance to the City in the evaluation of changes to the construction contract, whether the changes originate with the City or with the construction contractor, they must be evaluated, before they are adopted, as to their total system impact on the project. The A&E will also prepare a cost estimate of the changed work that the City can use to evaluate the construction contractor's price proposal for the change, and the A&E took to review and approve the construction contractor's documentation, the A&E's efforts will not be reimbursable under the terms of the A&E's contract with the City. For issues that go to litigation, the A&E will be required to defend its designs and specifications without additional charge to the City's actions, however, if they are not due to the A&E's work products or actions, then the A&E can expect to be reimbursed by the City for its efforts in defending the claim and assisting the City in litigation.

#### Design within Funding Limitations:

The A&E Firm shall accomplish the design services required under this contract so as to permit the award for the construction of the proposed facility at a price that does not exceed the estimated construction contract price as set forth in the following paragraphs below. When bids or proposals for the construction contract are received that exceed the estimated price, the City shall analyze the reasons for the excessive prices and, if appropriate, the A&E Firm shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the A&E Firm shall not be required to perform such additional services at no cost to the City the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

The A&E Firm will promptly advise the City if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information the City will review the A&E Firm's revised estimate of construction cost. The City may, if it determines, that the estimated construction cost contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or material as required to reduce the estimate construction cost to an amount within the estimated construction contract price set forth in the paragraph below.

The estimated construction contract price for the project described in this contract is \$1,750,000.000.

#### Design Errors or Deficiencies:

If the A&E Firm's design, drawings or specifications contain errors or deficiencies, the A&E Firm should be required to correct them at no increase in price to the City. When errors are discovered during construction, A&E's are generally liable for correction of the drawings at their own cost, and for the difference between what the 'correct' construction will cost (as a change order issued to the construction contractor) and what it would have cost in the original contract had the drawings been correct. This includes any tear-out that needs to be done, etc.

#### **1.8.4 Independent Contractor**

It is expressly understood that the A&E Firm is an independent contractor for purposes of this contract and all persons employed by A&E Firm in the performance of any work or services required or provided in this contract shall not be considered employees of the City for any purposes whatsoever, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security



coverage, or retirement membership or credit, or any and all such claims shall in no way be the obligation or responsibility of the City.

### **1.8.5 Insurance Requirements**

Insurance Certificates and Continuity of Coverage Required. The successful responder must provide a certificate of insurance showing that they have each type of insurance coverage and limits of cancellation, nonrenewal or changes in coverage of limits to all named and additional insured. If the successful responder is self-insured, a Certificate of Self-Insurance must be attached to proposal.

Required Insurance. The following insurance coverages are required:

#### Workers' Compensation Insurance:

The City will require the third party contractor to provide workers' compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability, at limits not less than:

\$500,000.00 bodily injury by disease per employee;

\$500,000.00 bodily injury by disease aggregate; and \$500,000.00 bodily injury by accident.

Evidence of third party contractor's Insurance must be filed with the City.

#### Commercial General Liability Insurance:

All Third Party contractors are required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage, including loss of use which may arise from operations whether the operations are by the City or by a subcontractor or by anyone directly or indirectly employed under the contract.

All contractors must have minimum Insurance coverage of \$2,000,000.00 per occurrence, and \$4,000,000.00 per annual aggregate.

#### The following coverage's will be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

State of Minnesota named as an Additional Insured

#### Commercial Automobile Liability:

All Third Party Contractors are required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss or use which may arise from operations under the Contract whether such operations were by the City or by a subcontractor or by anyone directly or indirectly employed under the contract

Minimum Insurance amounts are \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage the same as provided above. In addition, the following coverages should be included:

Owned, Hired, and Non-Owned Automobile Certificate of Insurance will list State of Minnesota as an additional insured.

Excess Insurance:

An Umbrella or Excess Liability Insurance Policy may be used to supplement contractor's policy limits to satisfy the full policy limits required by the Contract.

Rating:

All third party contractors will obtain insurance policies from an insurance company having an "AM BEST<sup>1</sup> rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

Right to Terminate:

The City will reserve the right to immediately terminate the Contract if the successful responder is not in compliance with the insurance requirements and retains all rights to pursue and legal remedies against the successful responder. All insurance policies must be open to inspection by the City and copies of policies must be submitted to the City upon written request.

### **1.8.6 Indemnity**

A&E Firm shall indemnify, hold harmless and defend the City, its officers, agents and employees from any and all claims, damages or liability of any kind arising out of any acts, errors or omissions of A&E Firm, its agents or employees, in furnishing services or performing work pursuant to this contract outside of those claims covered under the City's general liability insurance.

Notwithstanding Section 1.6.1 and in consideration of the fact that the City does not hire, train or supervise A&E Firm's employees performing the services required by this Contract, A&E Firm shall be solely responsible for any and all acts performed by its employees in the implementation of this Contract as such and without regard for the coverage provided by the City's general liability insurance, contractor shall indemnify, hold harmless and defend the City's, its officers, agents and employees from any and all claims, damages or liability of any kind arising out of any acts, errors or omissions of A&E Firm or its agents or employees in furnishing services of performing work pursuant to this Contract.

### **1.8.7 Disposition of Responses**

All materials submitted in response to this RP will become property of the City.

The City will not consider the prices submitted by the most qualified responder to be proprietary or trade secret material.

### **1.8.8 Termination**

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of Insolvency; (4) is guilty of substantial violations of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregards or permits disregard by employees of laws, ordinances or instructions of the City or its designated representative, then the City may, at its opinion, terminate the Contract without further obligation on the part of the City or its

designated representative believes any action or non-action of the A&E Firm represents an immediate threat to public safety, the City may suspend service for so long a period as they see necessary.

### **1.8.9 Assignment**

This Contract or any part thereof may not be assigned by the A&E Firm without prior written consent of the City.

### **1.8.10 Regulatory Assurances**

The Proposer by submission of his/her proposal assures the City that he/she shall comply with, and be bound by all applicable federal, state and local laws, rules and ordinances, including but not limited to those included in this RFP and shall complete all required reports and submit them to the City within timelines agreed upon by both parties.

## **1.9 Attachments: (number and identify)**

EXHIBIT A: Northfield Ice Arena Floor Layout

EXHIBIT B: Northfield Ice Arena Conceptual Site Plan

EXHIBIT C: Sustainable Building Policy

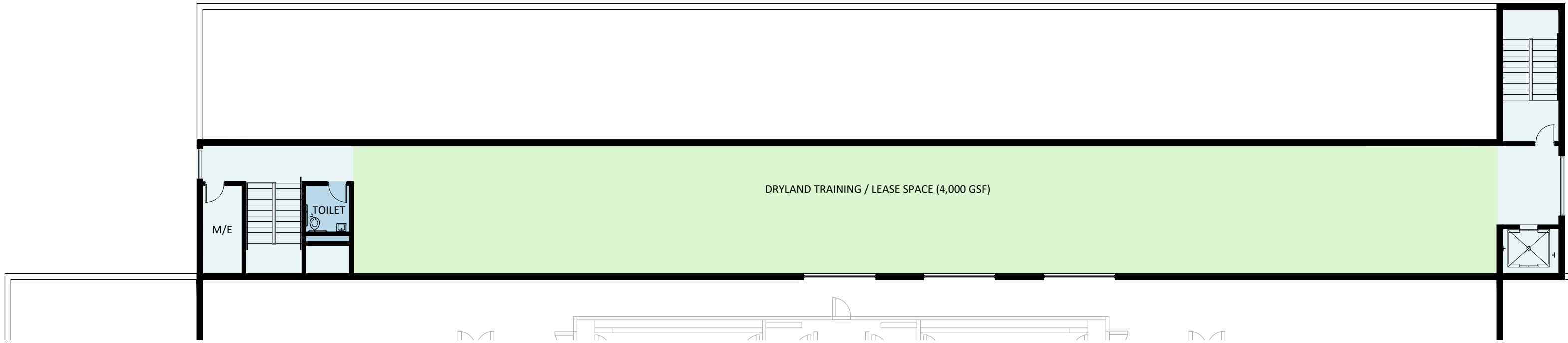
EXHIBIT D: AIA B107 – Standard Form of Agreement between Owner and Architect



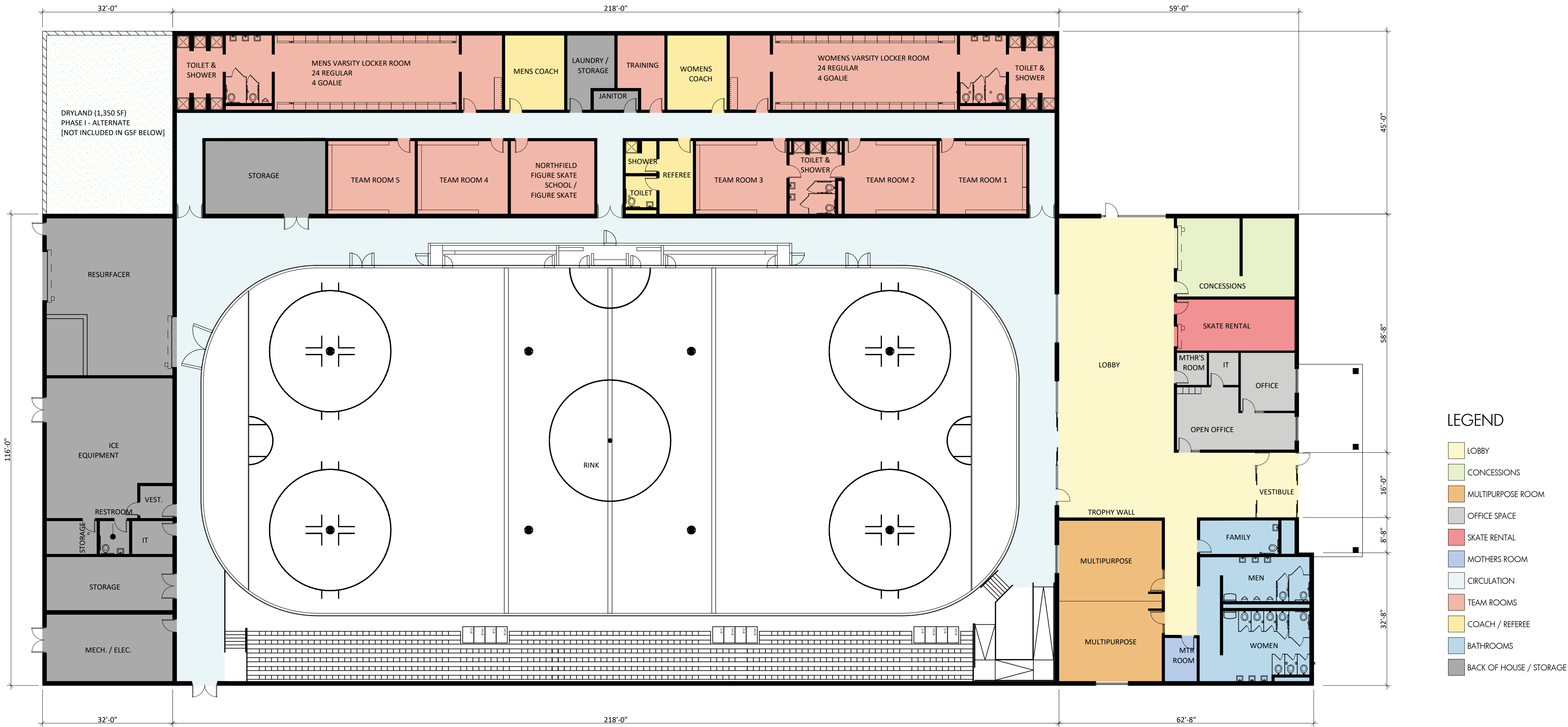
Base Project  
\$18,843,254 Construction Cost  
\$2,053,244 Soft Costs  
\$20,896,498 Project Cost

Optional Upgrades  
\$382,951 1st Floor Dryland  
\$1,307,785 UL Dryland/Lease Space  
\$2,361,439 Precast Stadia

\$24,948,673 Total with all Options:



UPPER LEVEL FLOOR PLAN - DRYLAND TRAINING / LEASE SPACE ALTERNATE (5,300 GSF)











NORTHFIELD, MN ICE ARENA  
SITE PLAN  
11/14/23 | JLG 23397 | © 2023 JLG ARCHITECTS





## **VISION AND PURPOSE**

The Northfield community is dedicated to building a sustainable environment where current and future generations benefit from climate and community resiliency as reflected in the City's Climate Action Plan. In particular, the City recognizes the risks of climate change and has set a goal of being a carbon free city by 2040. Since the built environment is a significant contributor to Northfield's carbon footprint, it is important that new developments are built to minimize emissions and environmental impact during construction as well as the operation of buildings. For developments that seek City funding incentives, it is reasonable that they meet set sustainability requirements in service to those goals. As such, the City of Northfield adopts the following Sustainable Building Policy.

## **DEFINITIONS**

FOR THE PURPOSES OF THIS POLICY, the following words and phrases shall have the following meanings:

- "Coordinator" means the Sustainability Coordinator or their designee.
- "Developer" means the entity, whether public or private, that undertakes New Construction or Major Renovation projects, and to whom the provisions of this policy apply.
- "Facilities" means physical buildings or structures either conditioned or non-conditioned including but not limited to offices, retail stores, parking garages, maintenance buildings, warehouses, apartments, townhomes, single family homes, schools, and park recreational buildings.
- "Financial Assistance" means funds provided for New Construction or Major Renovations projects provided by agreement from the City of Northfield, Northfield Economic Development Authority (EDA), and/or the Northfield Housing and Redevelopment Authority (HRA), including:
  - Tax Increment Financing (TIF)
  - HRA grants and loans, including forgivable loans.
  - EDA grants and loans, including forgivable loans
  - Land write-downs
  - Bonds
  - Tax abatement
  - Low-income housing tax credits
  - MIF
  - Conduit-bond financing
  - Other funds requiring approval by the City of Northfield, Northfield EDA, and/or Northfield HRA

Notwithstanding the above, Financial Assistance does not include environmental remediation pass-through funds, including but not limited to, Department of Employment and Economic Development (DEED) Cleanup and Investigation Grants.

- "Financial Tier 1" means any combination of Financial Assistance totaling between \$150,000 and \$300,000.

- “Financial Tier 2” means any combination of Financial Assistance totaling more than \$300,000
- “Major Renovation Project” means renovation work performed on an existing building or portion thereof consisting of at least 10,000 square feet for non-municipal buildings and 2,500 square feet for municipal buildings, and requiring installation of new mechanical, ventilation, or cooling systems, or the replacement of such systems.
- “New Construction Project” means the planning, design, construction and commissioning of a new building, or an addition of at least 10,000 square feet to an existing building if such addition requires installation of new mechanical, ventilation, or cooling systems.
- “Sustainable Building Rating System” means any of the following:
  - LEED; minimum Silver Certified
  - State of Minnesota B3 Guidelines; Certified Compliant
  - Green Communities; Certified
  - MN Green Communities, if receiving MN Housing funds
  - Parksmart (formerly Green Garage Certification); minimum Silver Certified
  - Equivalent substitute standards may be used at the discretion of the Coordinator.
- “Northfield Green Requirement” (NGR) means specific measurable standards that New Construction and Major Renovations must meet regardless of sustainable rating system, and which are to be communicated by the Coordinator to the applicant. The NGR includes the following and cannot be altered without Council approval:
  1. Predicted greenhouse gas emissions: Calculated based on predicted energy use, as ascertained through the sustainability rating system modeling, using utility emissions factors and reported to the City in metric tons of CO<sub>2</sub>e
  2. Energy efficiency standard: Projects must comply with one of the listed standards for the appropriate sector:
    - a) For residential New Construction and Major Renovation projects:
      1. US Department of Energy Zero Energy Ready Homes or higher within the US Department of Energy’s family of standards or;
      2. Passive House Institute US (PHIUS) or;
      3. Passive House standard.
    - b) For all commercial New Construction and Major Renovation projects:
      1. Sustainable Buildings 2030 standard through design and operation with a payback period of 15 years or;
      2. Demonstrate an improvement of 50% in the proposed building performance rating compared with the baseline building performance rating. Calculate the baseline building performance according to ANSI/ASHRAE/IESNA Standard 90.1–2010, Appendix G using a simulation model.

3. Renewable energy standard

- a) Conduct economic and technical evaluation of providing 2% of building energy load with on-site renewables;
- b) Install if cost-effective using the B3 Levelized Cost of Energy Analysis.

**DIRECTIVES**

This policy applies to all of the following new construction and major renovation projects:

- Facilities owned or operated by the City of Northfield or the HRA.
- Facilities of which the City or HRA are, or will become, the sole tenant.
- Facilities within the City of Northfield receiving Financial Assistance given the following:
  - Financial Tier 1 – must comply with the policy, unless the applicant can prove that it is not feasible to comply. Facilities must approach design in a good faith attempt to comply with the policy and complete pro forma to prove when not feasible to comply.
  - Financial Tier 2 – must comply with the policy

This policy applies to projects with development applications received after the policy adoption date.

**THE POLICY**

- New Construction or Major Renovations to which this Policy applies are required to be certified under an eligible Sustainable Building Rating System at the listed rating level and must meet the standards set forth in the NGR. Applicable versions of Sustainable Rating Systems and NGR standards include the most recent or current iteration of a rating system in existence at the time of Financial Assistance application.
- For any projects to which this Policy applies, compliance must be a condition of receipt of Financial Assistance.
- Buildings will not advance to the next stage of construction or operation, including necessary permit issuance or certificates of occupancy, without demonstrated, ongoing compliance with this Policy.



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the «18<sup>th</sup> » day of « October » in the year «2022 »  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

« City of Northfield »  
« 801 Washington Street »  
« Northfield MN 55057 »

and the Architect:  
(Name, legal status, address and other information)

« \_\_\_\_\_ . »  
« - \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »

for the following Project:  
(Name, location and detailed description)

« Northfield Ice Arena »  
« Architectural, Engineering, and Construction Administration Services for a Ice Arena Transit Hub on Outlot C of Gleason Third Addition, within the City of Northfield that consists of a ~46,000 SF Ice Arena Modern Ice Arena with 500 spectator seating capacity, lobby, concession stand, youth and high school locker rooms, and multipurpose rooms.. The project includes site preparation, plan and specification preparation, bidding, assistance and coordination with CM.. »

The Owner and Architect agree as follows.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*<sup>5</sup>

« Work shall include assistance to the Owner as described in the Request for Proposals (RFP) including Preferred Design Plan selection, obtaining necessary Project approvals, providing completed plans and specifications fully describing the Project for public bid, preparation of all contract and bidding documents, bid evaluation and selection, and design and engineering services required to complete the Project as described in detail herein. »

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

« This project includes a Transit Hub on Lot 1 Block 1 of Depot Addition, within the City of Northfield that consists of bathrooms and a pavilion connected to the existing newly renovated Northfield Depot. The Northfield Depot was built in 1888 and will now serve Northfield as a historic landmark and education center. The project includes site preparation, design, construct, furnish, and equip of a regional transit hub, including a pavilion, railroad quiet zone safety improvements, and trail connections.

»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

\$1,750,000

« »

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

«Complete Design January 1, 2025»

**.2** Construction commencement date:

«April 1, 2025»

**.3** Substantial Completion date or dates:

«July 1, 2026»

**.4** Other milestone dates:

«Not Applicable»

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

« Competitive Bid – Public Project »

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

« Project compliance with B3 Sustainable Building Guidelines »

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

«David Bennett, Public Works Director/City Engineer

Phone: 507-645-3006

Email: David.bennet@ci.northfield.mn.us»

**§ 1.1.8** The persons or entities, in addition to the Owner's representatives, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

« Jayson Dwelle, Facilities Manager

Phone: 504-645-3034

Email: Jayson.dwelle@ci.northfield.mn.us»

**§ 1.1.9** The Owner shall retain the following consultants and contractors:



(List name, legal status, address, and other contact information.)

« None »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

« \_\_\_\_\_ »  
« \_\_\_\_\_ . »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« \_\_\_\_\_ »« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
«Minneapolis, MN 55414 »

.2 Mechanical Engineer:

« \_\_\_\_\_ »« \_\_\_\_\_ »  
« - \_\_\_\_\_ »  
« \_\_\_\_\_ »

.3 Electrical Engineer:

« \_\_\_\_\_ »« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »

.4 Civil Engineer:

« \_\_\_\_\_ »« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »

.5 Landscape Architect:

« \_\_\_\_\_ »« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »

.6 Cost Estimator:

« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« None »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects with experience in projects of similar size, scope and complexity practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously in accordance with this Agreement and as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by the Architect's breach of this standard of care. The Architect shall put forth reasonable efforts to complete its duties in a timely manner. The Architect shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. The Architect shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

§ 2.2.1 The Architect shall perform its services in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations and codes now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Architect is responsible.

§ 2.2.2 Wherever this Agreement provides that the Architect may rely on information provided by Owner, from any source, such reliance shall be reasonable, based on the Architect's standard of care.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall, at its sole cost and expense, maintain the following insurance, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater, for the relevant claims period for this Project for the duration of this Agreement, and for a date of at least three years after the date of Substantial Completion or earlier termination of this Agreement, with insurers having an A.M. Best rating of A-VII or better and licensed to do business in the state of Minnesota

§ 2.5.1 Commercial General Liability (including contractual liability) with policy limits of not less than the following:

\$4,000,000 General Aggregate (per project)  
\$2,000,000 Products/Completed Operations  
\$2,000,000 Each Occurrence  
\$2,000,000 Personal/Advertising Injury (any one person or organization)  
\$50,000 Fire Damage (any one fire)  
\$5,000 Medical Payments (any one person or occurrence)

The Architect shall provide umbrella or excess liability insurance of not less than One Million Dollars (\$1,000,000). The Architect may additionally use umbrella or excess liability insurance to achieve the above required coverage for Commercial General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «Two MillionDollars» (\$ «2,000,000.00» ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage such as statutory personal injury protection.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «Two Million Dollars» (\$2,000,000.00) each accident, «Two Million Dollars» (\$2,000,000.00) each employee, and Two Million (\$2,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Three Million» (\$ «3,000,000.00» ) per claim and «Five Million» (\$ «5,000,000.00» ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 Valuable Papers. The Architect shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed and electronic documents on an all-risk basis in an amount sufficient to cover the cost of research, re-creation or reconstruction of valuable papers or records related to the project.

§ 2.5.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 The Architect shall indemnify, protect, save, hold harmless and insure Owner, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Architect or its agents, employees, contractors, subcontractors, or sub-consultants with respect to the Architect's performance of its obligations under this Agreement. The Architect shall defend Owner against the foregoing, or litigation in connection with the foregoing, at the Architect's expense, with counsel reasonably acceptable to Owner. Owner, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Owner. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. The Architect agrees, that in order to protect itself and the Owner under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in this Agreement. Nothing in this Contract shall be construed to waive any immunities or limitations to which Owner is entitled under Minn. Stat. Chapter 466 or otherwise.

§ 2.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Article. The certificates will name the Owner as an additional insured on the Commercial General Liability, Automobile Liability, umbrella or excess policies. Such proof of insurance shall confirm that the



insurer has agreed that it will not cancel the insurance without giving the Owner thirty (30) days advance written notice of its intent to cancel. The Architect shall likewise demand from its consultants proof of insurance meeting the foregoing requirements as a condition precedent to their engagement to perform services on the Project. The Architect shall not commence work under this Contract until the Architect has obtained all insurance required herein and such insurance has been approved by the Owner, nor shall the Architect allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance. All this insurance coverage shall be maintained throughout the life of this Contract.

**§ 2.8** The Architect's policies shall be primary insurance to any other valid and collectible insurance available to the Owner with respect to any claim arising out of The Architect's performance under this Contract. The Architect is responsible for payment of Contract related insurance premiums and deductibles. The Architect's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance. All policies listed above, except professional liability, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis. The Architect shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

**§ 2.9** If the Architect fails to provide the specified insurance, then the Architect will defend, indemnify and hold harmless the Owner and the Owner's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the Owner (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of the Architect, its subcontractors, agents, employees or delegates. The Architect agrees that this indemnity shall be construed and applied in favor of indemnification. The Architect also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run. If a claim arises within the scope of the stated indemnity, the Owner may require the Architect to: a. Furnish and pay for a surety bond, satisfactory to the Owner, guaranteeing performance of the indemnity obligation; or b. Furnish a written acceptance of tender of defense and indemnity from the Architect's insurance company. The Architect will take the action required by the Owner within fifteen (15) days of receiving notice from the Owner.

**§ 2.10** Notwithstanding the foregoing, the Owner reserves the right to immediately terminate this Contract if the Architect is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the Architect.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants, provided, however, that Architect must verify the accuracy of information obtained regarding public utility facility location. Owner makes no warranty as to their accuracy. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of

the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall provide all surveys, site evaluation, planning, conformed construction documents, as-designed record drawings and post-occupancy evaluation.

## § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program, design concept, and other information furnished by the Owner, and shall follow laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) evaluating bids or proposals by reviewing the substance of the bids or proposals submitted and providing a recommendation to the Owner identifying the lowest responsible bid or proposal recommended for selection by the Architect, if any; (4) reviewing references for the Contractor which submitted the lowest responsible bid or proposal recommended for selection by the Architect; and (5) assisting the Owner in awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 In addition to Section 3.5.1, the Architect shall assist the Owner in bidding the Project by:

- .1 preparing all Bidding Document including Contract Documents and facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;



- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .5 confirming responsiveness of bids and whether bids have been submitted by a responsible contractor;
- .6 evaluating bids by reviewing the substance of the bids submitted and providing a recommendation to the Owner identifying the lowest responsible bid recommended for selection by the Architect and determining the successful bid, if any; and
- .7 reviewing references for the Contractor which submitted the lowest responsible bid recommended for selection by the Architect; and
- .8 assisting the Owner in awarding and preparing contracts for construction.

**§ 3.5.2.3** The Architect shall, as an Additional Service, consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Nothing in this section is intended, or shall be construed, to negate the Architect’s duties to the Owner as provided in this Agreement.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between by the Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

« None »

### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in



accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two » ( «2 » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «Sixty » ( «60 » ) visits to the site by the Architect during construction
- .3 «Three » ( «3 » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One » ( «1 » ) inspections for any portion of the Work to determine final completion.

§ 4.2.3 Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.4 If the services covered by this Agreement have not been completed within « twenty-four» (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 Any direct communication between the Owner or the Owner's Designated Representative and the Contractor that affect the performance or administration of the Work shall be made or confirmed in writing, with copies to the Architects.

§ 5.17 The Owner shall indemnify, protect, save, hold harmless, and insure the Architect, and its respective officers, directors, employees, members, and agents, from and against any and all claims and demands for, or litigation with respect to, all damages that may arise out of or be caused by Owner or its agents, employees, contractors, subcontractors, or sub-consultants with respect to Owner's performance of its obligations under this Agreement. Owner shall defend the Architect against the foregoing, or litigation in connection with the foregoing, at Owner's expense, with counsel reasonably acceptable to the Architect, except that the Owner shall not have the duty to defend the Architect or any of the above-described indemnitees against the foregoing, or litigation in connection with the foregoing, in which the claimant alleges professional errors or omissions of the Architect that are the subject of the Professional Liability Insurance in Article 2 of this Agreement.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area,



volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for Owner's purposes, including constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. The Owner's non-exclusive license to use the Instruments of Service shall be governed by Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 If this Contract requires, or the Architect desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Architect shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made, the Architect shall indemnify and hold

harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

§ 7.6 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligations under this section shall survive completion of services or termination of this Agreement.

### § 8.2 Mediation

#### § 8.2.1

The parties agree to submit all claims, disputes or controversies (whether based upon the law or contract, negligence, other common law or statute) arising out of, or in relation to, the interpretation, application or enforcement of this Agreement, including dispute resolution procedures, to mandatory discussion, including a discussion of whether the claim, dispute or controversy is appropriate for mediation prior to judicial action or other remedies. The parties agree to give prompt written notice of any dispute. Within seven days after the notice, principals of each party with authority to settle the dispute shall participate in direct, informal discussions. If such claim, dispute or controversy relates to or is the subject of a lien arising out of the Architect's services, nothing in this section shall prohibit the Architect from proceeding in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 8.2.2 If the parties agree to submit a claim, dispute, or controversy to voluntary mediation, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. . Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties agree to mediate before any dispositive motions or trial.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Architect fails to perform any of the provisions of this Agreement or so fails to administer the services detailed in this Agreement in such a manner as to endanger the performance of this Agreement, this shall constitute default. Unless the Architect's default is excused by Owner, Owner may, upon not less than seven days' written notice, cancel this Agreement or exercise any other rights or remedies available to Owner under this Agreement or law.

§ 9.2 Except for amounts that are the subject of a good-faith dispute, if the Owner fails to make payments to the Architect in accordance with this Agreement, for services performed to the satisfaction of the Owner's Representative, or otherwise fails to substantially perform its obligations under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums which are not the subject of a good-faith dispute prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project, the Architect shall be compensated for services performed to the satisfaction of the Owner's Representative prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.4 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed to the satisfaction of the Owner's Representative and Reimbursable Expenses incurred prior to termination, provided such services and expenses had been authorized by Owner pursuant to this Agreement before they were performed or incurred. The Architect shall not be entitled to anticipated profits.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7. In the event of Termination, and upon payment to the Architect of all sums that are not the subject of a good faith dispute, the Owner and its designated agents and consultants, shall have a non-exclusive license to use the Architect's, and its consultant's, Instruments of Service, documents, data, and records relating to the Project, in the condition they were in on the date of Termination, for the limited purpose of completing, maintaining, and operating the Project. The Architect's contracts with its consultants shall incorporate provisions whereby its consultants agree to be bound by the terms of this section. Upon request, the Architect and its consultants shall promptly furnish the Owner with legible copies of their Instruments of Service, documents, data, and records relating to the Project, and the Owner shall reimburse the Architect and its consultants for their reasonable copying and clerical expenses therefor.



## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of law principals.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. By executing this Agreement, the parties state that they have carefully read this Agreement and understand fully the contents thereof, that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 Subject to any applicable requirements of the Minnesota Government Data Practices Act, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Architect, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of Owner for any purpose. No statement contained in this Agreement shall be construed so as to find the Architect to be an employee of Owner, and the Architect shall not be entitled to any of the rights, privileges, or benefits of employees of Owner, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

§ 10.10.1 The Architect acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the Architect, and that it is the Architect's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

§ 10.10.2 The Architect shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

§ 10.10.3 The Architect is responsible for hiring sufficient staff to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.

§ 10.11 Pursuant to Minn. Stat. § 16C.05, subd. 5, the Architect agrees that Owner, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Architect and involve transactions relating to this Agreement.

§ 10.11.1 The Architect agrees to maintain these records for a period of six years from the date of termination of this Agreement.

§ 10.12 The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

§ 10.13 The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

§ 10.14 The Architect warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of the Architect's association with Owner.

§ 10.15 The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

§ 10.16 No elected official, officer, or employee of Owner shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

§ 10.17 The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.* The Architect agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Architect understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Architect in performing those functions that the Owner would perform is subject to the requirements of the Act, and The Architect must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Architect to provide the public with access to public data if the public data is available from the Owner, except as required by the terms of this Contract.

§ 10.18 Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

§ 10.19 This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

§ 10.20 The Architect and Owner, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

§ 10.21 The Architect and Owner each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

§ 10.22 Each deliverable shall be subject to a verification of acceptability by the Owner to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on the Owner's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, the Owner will notify the Architect specifying reasons in reasonable detail, and the Architect will, at no additional cost, conform the deliverable to stated requirements of this Contract.

§ 10.23 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the Owner and The Architect.

§ 10.24 The Architect shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which The Architect is responsible.

§ 10.25 The Architect hereby covenants and agrees that The Architect will not permit or allow any mechanic's or materialman's liens to be placed by subconsultants of Architect on the Owner's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on Owner's interest, The Architect shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that The Architect may contest any such lien provided The Architect first posts a surety bond, in favor of and insuring the Owner, in an amount equal to 125% of the amount of any such lien.

§ 10.26 The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

§ 10.27 Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

§ 10.28 All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Owner and The Architect arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.



## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

« \_\_\_\_\_, invoiced monthly on an hours-incurred, not-to-exceed basis.»

- .2 Percentage Basis  
(Insert percentage value)

« » ( « » ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Not Applicable »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Principal Architect	Project Architect	Architectural Designer 2	Sr. Interior Designer	Project Interior Designer	Principal Structural Engineer	Structural Designer
\$	\$	\$	\$	\$	\$	\$

« Time and Materials based on Architect's standard hourly rate tables. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect ( % ), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Senior Project Manager	Senior Mechanical Engineer	Staff Engineer	Senior Electrical Engineer	Staff Engineer	Civil Engineer	Landscape Architect Principal	Project Landscape Architect	Landscape Designer	Cost Estimator
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$1

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« Not Applicable »

Employee or Category	Rate (\$0.00)

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 ;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ten10 The Architect shall be reimbursed for actual expenses incurred without any mark-up.

« »

#### § 11.10 Payments to the Architect

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « 90» ( « ninety» ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

« 5.00» % « per annum »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. The Owner's right, if any, to offset sums due the Architect shall be governed by applicable law, including, but not limited to the to the Municipal Prompt Payment Act, Minn. Stat. § 471.425.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. . The Architect shall keep and maintain accurate documentation of all claimed reimbursable expenses in such a form that they may be independently audited.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

« »

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ « » ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

*(Insert the date of the E204-2017 incorporated into this agreement.)*

« »

[ « X» ] Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

« Scope of Services, Exhibit A»

.3 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

« City of Northfield Request for Proposal  
proposal»



This Agreement entered into as of the day and year first written above.

**City of Northfield**

**Architect, Inc.**

\_\_\_\_\_  
**OWNER** *(Signature)*

«Rhonda Pownell »«Mayor »

*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

« »« Chief Executive Officer»

*(Printed name, title, and license number, if required)*

\_\_\_\_\_  
**OWNER** *(Signature)*

«Lynette Peterson »«City Clerk »

*(Printed name and title)*

## EXHIBIT A