



City of North St. Paul
City Council
Special Meeting Agenda

December 23, 2024
8:00 PM

The City Council Special Meeting will be conducted on **December 23, 2024** at 8:00 p.m. in the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

You can watch the meeting on our YouTube channel here: [**tinyurl.com/NSPYouTube**](https://tinyurl.com/NSPYouTube)

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

Council Member Cole
Council Member Schweer
Council Member Wong
Council Member Nordby
Mayor Monge

IV. Adopt Agenda

V. City Business Action Items & Recommendations

- A. Approve Feasibility Study, Amend 2025 - 2034 CIP, and Amend 2025 Budget
- B. First Amendment to City Manager Employment Agreement (to be motioned on after the closed session)

VI. Closed Session

- A. The meeting will be closed pursuant to Minn.Stat. 13D.05 Subd. 3 (a), to conduct a performance review of the City Manager, Brian Frandle.

VII. Adjournment

The next regularly scheduled City Council meeting is January 7, 2024



To	Date
Honorable Mayor Monge and City Council	December 23, 2024

Agenda Placement # V.A

City Business Action Items & Recommendations

Subject

Approve Feasibility Study, Amend 2025 - 2034 CIP, and Amend 2025 Budget

Background/Facts

On August 20, 2024, the City Council of the City of North St. Paul ("City") authorized the issuance of an RFP for a Community Multicultural Outreach Center Feasibility Study with proposals due September 20, 2024. The City received a total of six (6) proposals from the following firms (in alphabetical order):

1. EAPC Architects and Engineers
2. Hammel, Green and Abrahamson, Inc (HGA)
3. Kodet Architecture Group
4. Meyer Group Architecture
5. Seajewel Consulting
6. Wold Architecture and Engineers; and,

A review committee made up of several key City Staff reviewed and scored the received proposals and recommended that City Council select EAPC Architects. On October 15, 2024, City Council directed staff to negotiate an agreement with EAPC Architects and bring the final agreement back to City Council for final approval.

On December 17, 2025, the City Council approved the 2025 budgets and 2025 – 2034 CIP and neither included funding for the Community Multicultural Outreach Center Feasibility Study. Staff is now returning to City Council with the final agreement with EAPC Architects for approval, an amendment to the 2025 – 2034 CIP to include the Community Multicultural Outreach Center Feasibility Study, and a budget amendment to fund the Community Multicultural Outreach Center Feasibility Study.

Recommended Action

Staff recommends the approval of the agreement with EAPC Architects for a Community Multicultural Outreach Center Feasibility Study, amend the 2025 – 2034 CIP to include the Community Multicultural Outreach Center Feasibility Study, and a budget amendment to fund the Community Multicultural Outreach Center Feasibility Study.

Attachments

1. Res 2024-xxx_RESOLUTION - FEASIBILITY STUDY
2. B101-2017 - NSTPL Community Multicultural Outreach Center Feasibility Study - unexecuted (002)

Respectfully submitted,

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2024-XXX

**RESOLUTION APPROVING THE FEASIBILITY STUDY AGREEMENT WITH
EAPC ARCHITECTS, MODIFYING THE 2025 – 2034 CIP AND AMENDING THE
2025 BUDGET**

WHEREAS, on August 20, 2024, the City Council of the City of North St. Paul (“City”) authorized the issuance of an RFP for a Community Multicultural Outreach Center Feasibility Study with proposals due September 20, 2024; and,

WHEREAS, the City received a total of six (6) proposals from the following firms (in alphabetical order):

- 1) EAPC Architects and Engineers
- 2) Hammel, Green and Abrahamson, Inc (HGA)
- 3) Kodet Architecture Group
- 4) Meyer Group Architecture
- 5) Seajewel Consulting
- 6) Wold Architecture and Engineers; and,

WHEREAS, a review committee made up of several key City Staff reviewed and scored the received proposals and recommended that City Council select EAPC Architects; and,

WHEREAS, on October 15, 2024, City Council directed staff to negotiate an agreement with EAPC Architects and bring the final agreement back to City Council for final approval; and

WHEREAS, on December 17, 2024, the City Council approved the 2025 budgets and 2025 – 2034 CIP and neither included funding for the Community Multicultural Outreach Center Feasibility Study; and,

WHEREAS, staff is now returning to City Council with the final agreement with EAPC Architects for approval, an amendment to the 2025 – 2034 CIP to include the Community Multicultural Outreach Center Feasibility Study, and a budget amendment to fund the Community Multicultural Outreach Center Feasibility Study.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, approves the agreement with EAPC Architects for a Community Multicultural Outreach Center Feasibility Study in the amount not to exceed \$89,500; and

BE IT FURTHER RESOLVED, that the City Council hereby amends the 2025 – 2034 Capital Improvement Plan to include the Community Multicultural Outreach Center Feasibility Study for 2025 in the amount of \$89,500; and

BE IT FURTHER RESOLVED, that the City Council hereby amends the 2025 budget to fund the Community Multicultural Outreach Center Feasibility Study in the amount of \$89,500 from the Asset Preservation Fund.

ADOPTED this 23rd day of December, 2024.

Motion by

Second by

Voting: Aye:

Nay: Abstain:

Absent:

Attest:

John Monge, Mayor

Brian Frandle, City Manager/Clerk

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 23rd day of December 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 North St. Paul
2400 Margaret St
North St. Paul, MN 55109

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

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers)
539 Bielenberg Dr. Suite 115
Woodbury, MN 55125
Telephone Number: (612)552-4600

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

Community Multicultural Outreach Center Feasibility Study
2290 1st St N
North St. Paul, MN 55109
EAPC Project #20245130

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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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.)

To be determined by Phase One of the project.

§ 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.)

North St. Paul Community Center – 22901 1st St., North St. Paul, MN 55109.

§ 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.)

To be determined by Phase One of the project.

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

.1 Design phase milestone dates, if any:

Init.

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 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.)

To be determined with Phase Two.

§ 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.)

To be determined with Phase Two.

§ 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.)

Brian Frandle, City Manager
City of North St. Paul
2400 Margret St
North St. Paul, MN 55109
Email Address: brian.frandle@northstpaul.org
Telephone Number: (651)747-2400

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

Michael Clark, AIA
539 Bielenberg Dr. Suite 115
Woodbury, MN 55125
Telephone Number: (612) 552-4620
Mobile Number: (612) 840-3773
Email Address: Michael.clark@eapc.net

§ 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:

EAPC In-house

.2 Mechanical Engineer:

EAPC In-house

.3 Electrical Engineer:

EAPC In-house

.4 Operation and Planning:

Darin J. Barr, Ballard*King & Associates

Init.

9457 S. University Blvd #335.
Highlands Ranch, CO 80126
Telephone Number: (303) 470-8661
Mobile Number: (573) 673-6597
Email Address: carroll@hillbrownPR.com

.5 Public Relations:

Jill Brown, Jill Brown PR
Telephone Number: (612) 889-2611
Email Address: jill@hillbrownPR.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 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.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 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 maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) 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.

§ 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 one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) 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 five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) 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 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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. 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.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review 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) determining the successful bid or proposal, if any; and, (4) 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 The Architect shall assist the Owner in bidding the Project by:

- .1 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; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 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.

§ 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 the Owner and 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

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.)

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect/Owner – Part of Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect – Part of Basic Services
§ 4.1.1.3 Measured drawings	Architect – Part of Basic Services -Phase II
§ 4.1.1.4 Existing facilities surveys	Architect – Part of Basic Services
§ 4.1.1.5 Site evaluation and planning	Architect – Part of Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner – Part of Basic Services – Phase II
§ 4.1.1.9 Landscape design	Architect – Part of Basic Services -Phase II
§ 4.1.1.10 Architectural interior design	Architect – Part of Basic Services -Phase II
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect – Part of Basic Services -Phase II
§ 4.1.1.16 As-constructed record drawings	Architect – Part of Basic Services -Phase II
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect – Part of Basic Services -Phase II
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

All items noted as by 'Architect' and "Part of Basic Services" will be provided within the base fee. See attached Fee proposal for additional services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

All items noted as "Part of Basic Services – Phase II" will be provided within a negotiated amendment to fee if a "Full design services, bidding, construction administration" is desired. See attached Fee proposal for additional services.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 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 * visits to the site by the Architect during construction
*visits per Exhibit "B" – attached to this contract.
- .3 Two (2) 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 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, 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.

§ 4.2.5 If the services covered by this Agreement have not been completed within () 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.

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 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, 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 purposes of 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. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under 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 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 the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 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.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

(Paragraphs deleted)

§ 8.2.4

(Paragraphs deleted)

(Paragraphs deleted)

In the event of a dispute under this Agreement, the parties may exercise any available remedies under Minnesota Law.

(Paragraphs deleted)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with 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 due 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.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed 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.

§ 9.3 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 prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 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 pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Any remaining fees for work already completed.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None.

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

§ 9.9 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 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 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. 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 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.

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)

N/A

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

See Exhibit "A" Part One – Fee Structure, Reimbursables & Additional Services.

§ 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:

Init.

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit "A" Part One – Fee Structure, Reimbursables & Additional Services.

§ 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.)

To be negotiated on an hourly basis.

§ 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 plus ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 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.)

See Exhibit "A" Part Two – FY2024 Hourly Rates.

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 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .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 plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 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 sixty (60) 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 % monthly

§ 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, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 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.

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

Init.

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User Notes:

(1714635374)

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 Building Information Modeling Exhibit, if completed:

N/A

- .3 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.)

Exhibit "A" Part One – Fee Structure, Reimbursables and Additional Services

Exhibit "A" Part Two – FY2024 Hourly Rate

Exhibit "B" – Site Visitation Schedule

Exhibit "C" – Request for Proposal - City of North St. Paul Community Multicultural Outreach Feasibility Study

Exhibit "D" – EAPC Community Multicultural Outreach Center Proposal

- .4 Other documents:

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

N/A

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

OWNER (Signature)

Brian Frandle, City Manager

(Printed name and title)

ARCHITECT (Signature)

Michael Clark, AIA, Director Civic & Public Safety
Design

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

Exhibit “A” Part One – Fee Structure, Reimbursable, and Additional Services
North St Paul Community Multicultural Outreach Feasibility Study
EAPC Project #: 20245130
#-Nov-2024

The following fee summary is based upon our understanding of the project:

Phase 1:

Evaluation of North St. Paul Community Center for continued use as a Community Multicultural Outreach Center. The Design Team will facilitate Facility Assessment, Community Engagement, Programming and Operational Recommendations, and Planning and Design.

Scheduled Completion Date: Spring 2025

Phase 2:

Full design services, Bidding, Construction Administration
Construction Budget: TBD

Fee/Services Breakdown
Phase 1:

1. Facility Assessment	\$7,500
2. Community Engagement	\$29,500
3. Programming and Operational Recommendations	\$28,000
4. Planning and Design	\$19,500

Total Fixed Fee for Phase 1
\$84, 500 *

*To be invoiced monthly based on work complete

Phase 2 Fee to be % of construction cost - Fee to be determined before Phase 2 commences

Reimbursable Expenses

- 1 We recommend an allowance of \$5,000 to cover printing and other incidental expenses EAPC invoices 1.1 time costs incurred for these costs.

Exclusions

EAPC does not provide services related to hazardous materials detection of removal. This proposal DOES NOT include fees for geotechnical surveys, soil borings, structural or destructive testing.

EAPC Architects Engineers
Prepared by:
Michael Clark, AIA, Dir. Civic & Public Safety
michael.clark@eapc.net

539 Bielenberg Dr Suite 115
St Paul, MN 55125



Exhibit 'A' Part Two – FY2024 Hourly Rate
North St Paul Community Multicultural Outreach Feasibility Study
EAPC Project #: 20245130
#-Nov-2024

Architectural/Engineering Services

▪ Principal Architect/Engineer -----	\$ 322.00	per hour
▪ Program Director -----	\$ 305.00	per hour
▪ Principal Architect/Engineer -----	\$ 309.00	per hour
▪ Associate Architect/Engineer -----	\$ 282.00	per hour
▪ Department Manager -----	\$ 269.00	per hour
▪ Project Manager Level I -----	\$ 199.00	per hour
▪ Project Manager Level II -----	\$ 224.00	per hour
▪ Senior Architect/Engineer/Designer -----	\$ 240.00	per hour
▪ Architect/Engineer/Designer -----	\$ 184.00	per hour
▪ Architect/Engineer/Designer Intern I -----	\$ 144.00	per hour
▪ Architect/Engineer/Designer Intern II -----	\$ 164.00	per hour
▪ Architect/Engineer Technician Level I -----	\$ 185.00	per hour
▪ Architect/Engineer Technician Level II -----	\$ 147.00	per hour
▪ BIM Modeler Level I -----	\$ 118.00	per hour
▪ BIM Modeler Level II -----	\$ 126.00	per hour
▪ Student Designer Level I -----	\$ 72.00	per hour
▪ Student Designer Level II -----	\$ 85.00	per hour

Construction Services

▪ Associate Construction Specialist Level I -----	\$ 187.00	per hour
▪ Associate Construction Specialist Level II -----	\$ 205.00	per hour
▪ Construction Specialist Level I -----	\$ 150.00	per hour
▪ Construction Specialist Level II -----	\$ 169.00	per hour
▪ Construction Technician Level I -----	\$ 140.00	per hour
▪ Construction Technician Level II -----	\$ 155.00	per hour

Office Support Services

▪ Secretarial Level I -----	\$ 104.00	per hour
▪ Secretarial Level II -----	\$ 113.00	per hour
▪ Office Assistant -----	\$ 85.00	per hour

Mileage (follow the current federal rate) ----- \$ 0.67 per mile



Exhibit “B” – Site Visitation Schedule
North St Paul Community Multicultural Outreach Feasibility Study
EAPC Project #: 20245130
#-Nov-2024

“Site Visits”—The Architect will visit the Project Site during Programming, Schematic Design, Design Development, Construction Documentation and the Bidding Phase as required to obtain information prior to the Construction Phase and for a Pre-Bid Conference with all (attending) Plan holders prior to issuing the last Addendum.

Further the Architect will visit the Project site during the Construction Phase at the following times:

1. Pre-Construction meeting with Owner, Contractor and major Sub-Contractors.
2. Bi-Monthly
3. Final inspection (up to 2 trips).
4. Punch list follow-up (up to 2 trips).
5. Visit site at other times, as Project demands.
6. As required, if deficiencies occur during the one year warranty period.
7. Prior to the release of the General Contractor one-year warranty obligations.

Note: Specific site visitations and bi-monthly construction meetings may coincide.



Request for Proposal
City of North St. Paul
Community Multicultural Outreach Center Feasibility Study

Issued: August 23, 2024

Proposal Submittal Deadline: September 20, 2024

Interviews/Presentations if needed: Week of September 30th, 2024

Selection Process Completed by City of North St. Paul: October 15, 2024

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Owner Statement

The City of North St. Paul, incorporated in 1887, is located in northeastern Ramsey County and is a northern suburb of the Minneapolis-St. Paul metropolitan area. This area is considered the major population and economic growth area in the state and among the highly ranked economic growth areas in the country. The City encompasses an area of 3.5 square miles and serves an estimated population of 12,465.

The North St. Paul Community Center has been an important amenity of the City since 1992. The Mission of the Community Center is *“We shall provide a destination in the heart of the community for the improvement and promotion of health, education, and cultural well-being that enhances the community’s quality of life.”*

The Mission of the community center represents the best intentions of the City and its residents. Over the years, the City has invested in the Community Center facility including the 2004 addition which created the Ramsey County Library. The City has also conducted focus groups and studied changes in an attempt to attract new members at the Community Center and to enrich the experience of existing members. Satisfaction surveys have also been employed to engage the input of Community Center members on the Community Center service array.

The City is the recipient of \$4.5 million in state funding and \$850,000 in federal funding for facility improvements for its Community Center building at 2300 North St. Paul Drive. The Community Center is intended to provide activities and programming, for North St. Paul’s diverse community, with a special focus on youth, seniors, and veterans. The Community Center will also provide recreational and gathering space. The project site is at the intersection of North St. Paul Drive and Seppala Boulevard, within walking distance to downtown, many high-density residential areas, the North St. Paul High School, and the Gateway State Trail. The site contains 1.5-acre with 55 parking spaces as well as an additional 16 off-street parking stalls.

The Community Center is approximately 33,179 square feet currently containing a large gymnasium, running track, workout gym, men’s and women’s locker rooms, offices, meeting rooms, and a small kitchen. The Ramsey County Public Library occupies an additional 2,700 square feet and has a standing lease with the City.



Request for Proposal

City of North St. Paul

Community Multicultural Outreach Center Feasibility Study

The City of North St. Paul, Minnesota, solicits proposals to obtain the services of a firm to perform professional consulting services to prepare a Community Multicultural Outreach Center Feasibility Study. The study should provide direction to City staff and officials on critical elements for a remodel or new Community Multicultural Outreach Center that would meet the needs of the City of North St. Paul.

Submitting Proposals

Proposals are due to the City Manager at the North St. Paul City Hall Building 2400 Margaret Street no later than 2:00 pm September 20, 2024.

All Correspondence regarding this Request for Proposal (RFP) must be directed to:

Brian Frandle City Manager

North St. Paul City Hall Building 2400 Margaret Street,
North St. Paul, MN 55109
brian.frandle@northstpaul.org

All questions must be received before 2:00 pm September 16, 2024. Questions received after that time will not receive a response.

Please submit one (1) electronic and (1) PDF copy of your firm's proposal.

A proposal will not be considered if it fails to include all requested information as detailed in this original RFP and any subsequent modifications.

Proposal Timeline

- Submission of proposals **September 20, 2024, 2:00 pm CST**
- Consultant approved by City Council **October 15, 2024**
- Final report and project completion **February 28, 2025**



Project Overview

The intent of this request is to obtain the services of a firm, hereinafter referred to as the “Consultant” to perform professional services for the City of North St. Paul, Minnesota, hereinafter referred to as the “City.” The City is looking for the services of a multi-disciplinary team with community center facility design and construction plan experience and experience in developing successful implementation plans based on their findings are required to assist staff prepare for the elements outlined in this proposal.

The City is seeking a qualified Consultant to provide conceptual design, site assessment, cost estimation, and community engagement facilitation services for the development of a Community Multicultural Outreach Center for the City that could be:

- A flexible, multicultural space that is able to provide for the evolving needs of the community. The Community Center could be a hub offering farmer’s and craft markets, educational programs, seasonal and cultural events and celebrations, programs for all ages, genders, and cultures and social gatherings.
- A safe place for the youth to foster positive socialization and offer space for sports and youth-targeted activities.
- A safe and comfortable place for veterans and seniors to socialize, and engage in crafts, dance, fitness, and recreation.
- A demonstration hub to showcase the City’s commitment to green building practices. Renovations may include solar energy, electric vehicle charging stations, and other improvements to promote environmental health in the community.
- Operated by a third party, in which they would assist and/or run programming and the overall Community Center.

The feasibility study shall explain the type, size, programs, costs, operational and strategic relationships required to potentially construct a multi-generational, Community Multicultural Outreach Center.

The Consultant shall have a proven track record of developing successful feasibility studies, market assessments, and program development documents in order to influence the design and construction of a Community Multicultural Outreach Center.



This project will be known as the: Community Multicultural Outreach Center Feasibility Study

The City requires the skills and competencies of a professional planning and design team to include the following expertise:

- Community Center: The team must include an individual(s) and/or firm with expertise in the planning, program development, design, needs assessments, and feasibility studies associated with community centers.
- Project Business and Financial Analysis: The team must include individual(s) and/or firm with expertise in construction cost estimating, forecasting of operating and maintenance expenses, marketing analysis, and an understanding of government general fund and enterprise government funding.
- Community Engagement and Partnership Development: The team must have expertise in fostering community engagement and the development of partnership relationships that can be associated with community centers and types of partnership agreements.

Overall Scope of Services

The final scope of services will be developed in collaboration with the selected consultant. Components of the services, at a minimum, will include:

1. Project Overview & Existing Information
 - a. Project review, identify constraints, and parameters.
 - b. Meet with the team and develop an outline of critical issues, concerns, and objectives for the project.
 - c. Review existing facility assessments and any City master plans.
 - d. Review existing data from user groups.
 - e. Review all existing reports related to public outreach.
 - f. Review of existing facilities/programs/services.
2. Demographics and Market Analysis
 - a. Service area identification.
 - b. Complete a competitive market analysis, including rates, attendance numbers, and services offered.
 - c. Collect and compile existing impact reports.
3. Community Engagement
 - a. Develop and conduct a community-wide online survey of potential users. Evaluate and interpret survey results.



- b. Conduct stakeholder interviews (4). Current facility users, potential users, potential partners, etc. Must include a diverse representation of the community.
 - c. Conduct focus group sessions (4). Identify key interest groups. Must include a diverse representation of the community.
 - d. Issue RFI for interested parties and/or follow-up with inquiries from City's RFI efforts.
 - e. Compile and interpret all information received.
- 4. Programming
 - a. Develop project component recommendation/prioritization/space needs.
 - b. Develop an outline of potential programs, amenities, facilities, and other considerations that are desired.
 - c. Develop operating structure and parameters.
 - d. Identify a long-term third party to assist and/or run programming and the overall Community Center.
- 5. Site Analysis and Concept solutions
 - a. Identify all possible sites, analyze each, identify potential site restrictions and variances needed and recommend a site preference.
 - b. Consider modifications to existing facilities or potential new facilities.
 - c. Develop site plan, spatial relation of components, phasing plan, and conceptual plans.
- 6. Operations Analysis
 - a. Analysis of other Community Centers to identify what makes them successful and incorporate into an implementation plan.
 - b. Analyze the feasibility of the proposed concept(s) through the lens of long-term facilities operations and programming. Prepare an operating pro forma estimating the likely operating costs and revenues of facilities.
 - c. Identify significant differences in cost between alternative concepts. Prepare an analysis of the relative strengths and weaknesses of each alternative.
 - d. Develop reports addressing each: Attendance estimates, fee/rate structure, sources of income, operating cost projections, staffing levels/requirements, revenue generation projections, and cost recovery level.
- 7. Project Capital Cost Estimate
 - a. Site limitations/opportunities
 - b. Site prep/infrastructure costs
 - c. Building construction costs
 - d. 25-year facility capital improvement plan of recommended options.
 - e. Equipment costs
 - f. Soft Costs, FFE costs



- g. Total Project cost estimate
- 8. Funding Analysis
 - a. Identify possible funding sources.
 - b. Tax increase, local option sales tax, fundraising, donations, grants, sponsorships.
 - c. Identify partnerships and their ability to obtain funds based on the type of institution. Public-private partnerships must be looked at.
 - d. Identify the potential economic impact of the project on the community and the impact on residents.
 - e. Determine possible funding scenarios for capital costs and operational costs.
- 9. Final Report
 - a. Written final report.
 - b. Conceptual drawings.
 - c. Presentation of the report to staff (1) and City Council (1). The proposal shall contain the type of information summarized below. Additional information is allowable, providing it is directly relevant to the proposed project.

Proposal Format

The submittal should follow the Table of Contents listed below:

1. General Firm Introduction (include your firm's expertise on the subject of this project)
2. Project Understanding
3. Project Approach
4. Proposed Project Team and Experience
5. Schedule
6. Statement of why your firm should be selected
7. Any Additional Information as Needed
8. Consultant Cost
9. Insurance Certificate

A brief description of each section is as follows:

1. General Information

Give general information and a brief history of the consulting firm. State whether the Consultant is registered and licensed to perform work in the State of Minnesota. Include similar information on key sub-consultants, if any, proposed for the project.



2. Project Understanding

Include a summary of the Consultant's understanding of this project.

3. Project Approach

Provide specific approaches, methods, and assumptions that will be utilized to accomplish each work item.

4. Proposed Project Team and Experience

- a. Identify the key project team members and describe their specific roles on the project. Include key team members from sub-consultant firms, if any.
- b. Describe relevant experience and provide information on at least three (3) reference projects completed. Provide references and contact information.
- c. Include one-page resumes only for key members of the project team, including field personnel.

5. Schedule

The project will begin as soon as a consultant is selected. The consultant is to propose a schedule that shows how this project will be delivered. The schedule should include a list of key tasks within each phase, key milestones, approximate dates, and deliverables.

6. Statement Explaining Why Your Firm Should be Selected to Perform Services for This Project

Several firms have been asked to respond to this Request for Proposal. Explain why your firm is the best qualified for this project.

7. Additional Information

Include any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.

8. Total Consultant Cost

The Consultant cost should be separated as follows:

- a. Not to exceed the total cost.
- b. Hourly rates for all Consultant employees expected to work on this project. These rates shall be the agreed-upon costs for any additional services requested by the City, above what has been detailed in the RFP.
- c. Reimbursable costs including detail of service or item and applicable charge per unit.
- d. The proposal must include a statement as to the period during which the proposal remains valid. This period must be at least ninety (90) days from the date of the submittal.



****Proposals that do not include a 'Not to Exceed' cost will be disregarded without further consideration. It is the responsibility of the proposing firm to accurately predict the amount of time they require for services.**

9. Insurance Certificate

Indicate the ability to provide all necessary insurance certificates.

Consultant Selection

Proposals will be reviewed and evaluated by City staff and based on the following criteria:

- Consulting firm and key project staff experience. – 20%
Proven track record in completing similar projects on time and within budget (Successful experience of both the firm and the team members will be considered). – 20%
- Proposed approach to completing the project. – 15%
- Consultant's familiarity with recreation facility programming and architecture. – 15%
- Proposed project schedule. – 15%
- Proposed Consultant cost. – 15%

Following the review of the proposals by the City, only selected Consultants based on the total score of the proposal may be asked to make oral presentations of their proposals to City representatives. Upon conclusion of the presentations, if requested, staff will select a Consultant to negotiate a contract as follows:

1. If for any reason, a firm is not able to commence the services in that firm's proposal within thirty (30) days of the award, the City reserves the right to contract with another qualified firm.
2. The City shall not be liable for any expenses incurred by the Consultant prior to the signing of a contract including, but not limited to, the proposal preparation, attendance at interviews, and/or final contract negotiations.
3. The Proposal must be signed by an official authorized to bind the Consultant to its provisions that will be included as part of an eventual contract. The Proposal must include a statement as to the period during which the proposal remains valid. This period must be at least 90 days from the date of the submittal.
4. The City reserves the right to reject any and all proposals or to request additional information from any or all the proposing firms.



Contract Terms and Conditions

Upon selection of a Consultant, an Agreement or Contract for Services shall be entered into by the City and the Consultant. It is expected that the contract will provide compensation for actual work completed on a not-to-exceed basis, with the following conditions.

Deletions of specific components, such as individual project meetings, will be at the discretion of the City. Payment or reimbursement shall be made based on actual tasks completed on the project plus necessary subcontractor work (as applicable) and out-of-pocket expenses. Billing that exceeds the not-to-exceed amount will not be compensated unless a contract extension has been approved in advance by the City Council.

The City shall retain ownership of all documents, plans, maps, reports, and any and all data prepared under this proposal. In addition to being provided hard copies and digital documents throughout the project, the Consultant shall supply the City with a complete digital project file upon completion.

If, for any reason, the Consultant is unable to fulfill the obligations under the contract in a timely and proper manner, the City reserves the right to terminate the contract by written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed to that point at the discretion of the City Services Director.

The Consultant shall not assign or transfer any interest in the contract without prior written consent of the City.

The Consultant shall maintain comprehensive general liability insurance in accordance with Section 466.04 of the Minnesota Statutes.

The Consultant shall defend, indemnify, and hold harmless the City of North St. Paul, its officials, employees, and agents, from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the Consultant's (including its officials, agents, sub consultants or employees) performance of the duties required under the contract, provided that any such claim, damages, loss, or expense is attributable to bodily injury, sickness, diseases or death or injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Consultant.

The Consultant contract shall be governed by the laws of the State of Minnesota.

Project summaries shall be submitted with each invoice during the course of the project. Each summary shall detail the amount billed to date, outstanding work items with completion costs,



**NORTH
ST. PAUL**
extraordinary.

and timelines. Invoices submitted to the City shall include a detailed breakdown of all chargeable items for that period.

Attachments

- Project location and context maps
- Existing floor plan

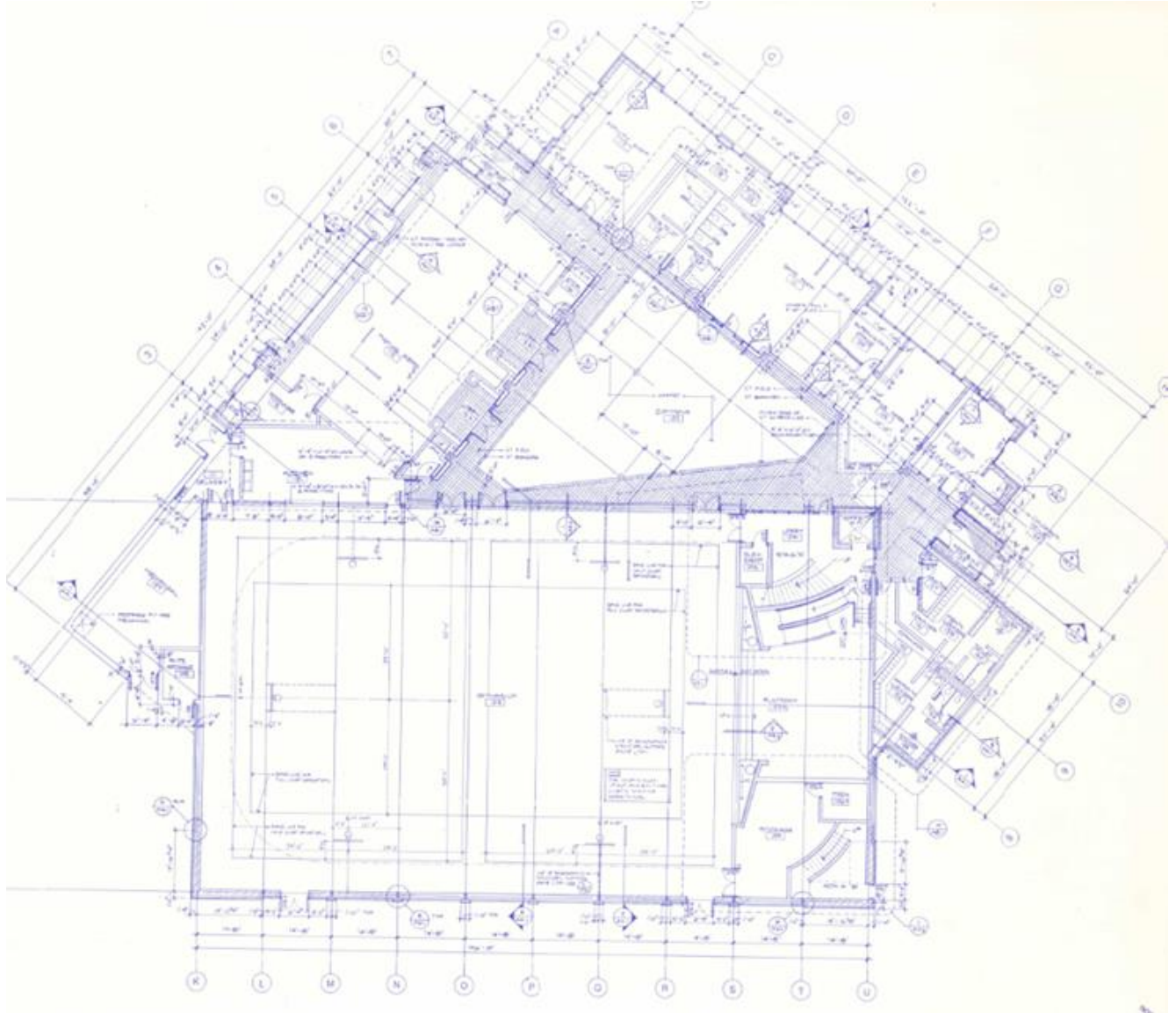
PROJECT LOCATION:





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COMMUNITY CENTER FLOOR PLAN: (Digital copy available upon request)



SEPTEMBER 20, 2024



Community Multicultural Outreach Center

Professional Feasibility Study



EAPC

PREPARED FOR

Brian Frandle City Manager



September 20, 2024

Dear Brian,

It is with great pleasure that our team submits this proposal for the City of North St. Paul Community Multicultural Outreach Center Feasibility Study.

EAPC Architect Engineers (EAPC) and Ballard*King (B*K) have been transforming community centers for decades, working with communities and special districts to pinpoint their needs and realize their vision. Together we have worked across the country on a myriad of community center, fitness, recreation and parks projects that have enhanced the lives of the local population in untold ways. The city will benefit from the involvement of these firms who have completed numerous projects together.

Providing services to community center clients (for 57 years) is a service we thoroughly enjoy at EAPC. When you team with us, we are all in and commit to you our complete focus and are desire for 100% satisfaction.

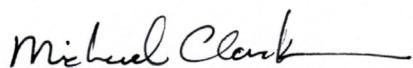
EAPC ARCHITECTS ENGINEERS As the EAPC Director of Civic Design, I reside and manage our staff and significant projects within our St. Paul office. I will be your main point of contact throughout the duration of your project and will oversee the entire collaboration within our team of experts. As a Wellness Design Architect who has completed several recreation and wellness projects, Alan Dostert will provide design oversight on your project. He is the Community Center Design Expert who will also review and sign all documents.

BALLARD*KING & ASSOCIATES Ballard*King President, Darin Barr, has completed master plans, feasibility studies, and operational assessments and provided operational and management solutions to numerous clients nationwide.

JILL BROWN PUBLIC RELATIONS We understand the demographics of North St. Paul and we realize there will be an extensive public involvement process. To manage this process, we have partnered with Public Relations Specialist Jill Brown who is very familiar with the city and the region. She will be responsible for strategic planning as well as methodology for engagement. Jill will be the liaison with the community and will act as engagement facilitator and provide quality control on deliverables. Jill and her team bring more than 30 years of public sector engagement experience serving more than 100 clients in local and state government.

It is our sincere desire to submit these qualifications as our intent to offer services requested in the RFP. We hope to have the opportunity to demonstrate for you, in person, how the EAPC team can bring your project to reality. Thank you for your consideration and we look forward to hearing from you soon.

Best Regards,

A handwritten signature in black ink that reads 'Michael Clark'.

Michael Clark

Point of Contact | Director of Civic Design

POINT OF CONTACT



Michael Clark | AIA

michael.clark@eapc.net

612.552.4622

539 Bielenberg Drive, Suite 115, St. Paul, MN 55125



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4	Firm Profile
6	Project Understanding
7	Project Approach
9	Partners
10	Project Team
14	Project Experience
25	Schedule
26	Rate Structure
27	Certificate of Insurance

An Innovative National Firm Leading the Way

SERVICES

Architectural, Interior Design, Entitlements, Structural, Mechanical, Electrical Engineering, Construction Management, and Marketing Services

8

YEARS OF DESIGN

Consulting services to the region; depth of resources with nearly 200 design professionals

57

REGION WIDE LOCATIONS

Multi-disciplinary A/E offices throughout Arizona, Minnesota, North Dakota, and South Dakota that specialize in planning and design

10

MILLION DOLLARS PER YEAR

In overall construction value built

400



Our team provides all the services you need to complete your building project.

- Architecture
- Interior Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Construction Management
- Commissioning
- Marketing|Promotion

EAPC can help you determine your facility needs and present options to best meet your requirements.

- New Facilities
- Additions
- Renovations
- Feasibility Assessments
- Safety Assessments
- Master Planning
- Fundraising Support
- Community Engagement
- Marketing|Promotion

Our team can retrofit modern, more efficient systems into any existing facility.

- Boiler Replacements
- Ventilation Upgrades
- Energy Modeling
- Electrical Service Upgrades
- High Efficiency Lighting
- GeoThermal Conversions
- Data Upgrades
- Audio Visual Systems
- Security Systems

PROJECT UNDERSTANDING

The City of North St. Paul has a significant community asset that is underutilized. You have accomplished the first stages of an exciting project by requesting input from the community of North St. Paul and shared some of that information in the RFP. The challenges being experienced are not new and several attempts have been made to find the right mix of community and civic uses for this space that include educational programs, multi-cultural groups, a hockey magnet school, as well as the current use by the Ramsey County Library System. Other challenges to be investigated and resolved in this project include the Library's extended lease on a large portion of the facility, varied funding mechanisms, parking challenges, aging infrastructure, and a variety of past facility changes aimed at making use of the facility.

The challenge you are experiencing with once vibrant community spaces that have become less used over time, is not a new one. As communities change with age, so do their needs and priorities. For this project to be a success you will need a team of consultants that bring expanded and varied experience with similar projects. Our EAPC team that will facilitate listening sessions with the community and then synthesize that input into an actionable set of programs that revitalizes this important community asset.

Our team brings these resources to you:

- **EAPC** brings a wealth of experience in managing diverse teams, working with clients to assist in defining their goals and then working with them to achieve them. Whether we are working with our civic clients on community centers in culturally diverse communities, our Native American clients on wellness centers, private industry clients developing financially successful fitness centers, or our Higher Education clientele to develop fitness based educational facilities that serve a variety of age groups, we listen, we explore and create, and most importantly, follow your lead to develop projects that exceed your expectations.
- **Ballard*King & Associates** has been assisting clients to manage the complicated interactions between program needs, operational control, facility management and funding nationally for over 32 years. They take pride in providing comprehensive planning and operations consulting services that empowers their clients with tools, information and confidence to make effective use of their available resources to design, construct and operate a wide range of sports, recreation and wellness facilities.
- **Jill Brown, PR** has a 30 year career providing strategic planning and community engagement services to a variety of clients across the Minneapolis Metro area. She has worked with a diverse set of clients such as North Metro Mayors Association, Anoka County Children and Family Council, and many private businesses to whom she offers a range of services including e-communications strategies, medial relations and team coordination efforts. She will lead the Community Engagement processes of the project, working with you and your team to develop an approach to eliciting the kinds of actionable responses the team will need to develop successful solutions.

The most important service our team will provide you with is the development of a Mission Statement for the project. This statement will be developed with your input as well as the resulting comments from our Community Engage Process to define goals for the newly reimaged Multi-Cultural Center. This document will then become the guiding document for developing future uses that reflect and build upon this critical document, culminating in a valued community asset.

our unique approach

TO MAKE YOUR PROJECT SUCCESSFUL

In reviewing your project, we have identified key elements that must be addressed to meet the goals set by the City of North St. Paul. We have assembled a team of experts with proven success in delivering these services, both on local and national projects.

PROJECT MANAGEMENT

Your project will benefit from the experience of a team of experts all of whom have worked together on past projects and pursuits. This team will benefit from the management of EAPC staff who will facilitate the following:

- Establishing and implementing a clear communications strategy for the project
- Developing and maintaining schedules
- Planning and design incorporating not just the functions, programs, and activities identified, but also the spirit, hope, and expectations of the community
- Cost estimating and budget development including long-range facility operations budgets
- Develop final reports including written reports, drawings, and a presentation to Staff and the City Council

COMMUNITY ENGAGEMENT

The success of this project will be in how well it serves the City of North St. Paul. The key to developing that success will be in understanding the needs, wishes, and expectations of the community. Jill Brown, of Jill Brown PR, will facilitate a community engagement process that is pertinent and accessible to your community to get the broadest response and participation possible. We welcome the opportunity to discuss the details of how the following services can best be implemented with your community:

- Stakeholder and Focus Group sessions that are both in person and virtual to appeal to a wide variety of participants
- Meeting sessions and formats that are designed to be welcoming and encourage participation
- Meeting times and locations that are varied to fit the busy schedules of your community
- Online surveys and data gathering techniques directed to your community and designed to elicit thoughtful responses
- Identify potential funding sources and partnerships
- Fundraising recommendations

PROGRAMMING AND OPERATIONS

Ballard King & Associates is one of the nation's premier planners of multi-generational community centers, wellness centers, and sports and recreation venues. B*K uses the information gathered in the public input process combined with statistical data from the National Endowment for the Arts and the National Sporting Goods Association. These data sources assist them in developing the programming, activities and events that a venue may support. B*K also works with clients

PROJECT APPROACH

to identify the management and operational structures that are critical to the success of any public enterprise. They focus on the core services of the department and facility when developing operational plans to ensure the long-term success of the organization. They will facilitate the following team activities:

- Participation in appropriate focus group and stakeholder sessions
- Facility program recommendations
- Feasibility analysis of proposed concepts including potential operational and programming concerns
- Develop required reports that support proposed solutions including attendance, fee/rate structures, income sources, operating projections, staffing requirements
- Funding Analysis including potential funding sources and strategies
- Work with the city and their financial advisors on tax impacts, local option sales tax, and other fundraising scenarios
- Funder scenarios

The members of this team have provided these same services on many successful occasions both locally and nationally. We encourage you to review this proposal in detail to see the level of expertise in Community Engagement, Facility Programming and Operations, and Multi-Cultural Outreach Center Design our team is committing to your project.



PARTNERS

WE TEAM UP WITH THE BEST

We have chosen these subconsultants for their expertise in the industry and for our history of working together on many projects. Together, we have all aspects of your work scope covered, delivering a complete project.

Operations & Planning

Ballard*King & Associates is nationally respected as experts in the field of feasibility studies, strategic planning and master plans for new and existing sports, parks, fitness, aquatic, ice skating and recreation facilities and the organizations that operate them. Their client base includes public agencies, colleges and universities, the non-profit sector, and private entities.

Their team members all have direct experience in the opening, operation and management of indoor and outdoor recreation facilities from full service recreation centers, to aquatic facilities and ice rinks. In addition, they have direct experience in the delivery of diverse recreation programs and services.

Ballard*King & Associates provides business, financial, analytical and marketing services to clients within the recreation industry. They have the capability and technology to enable conference calls, web meetings, file sharing, document printing and compilation, financial accounting and reporting, and other business and data services to support this project.



2743 Ravenhill Cir,
Highlands Ranch, CO 80126
303.470.8661

BallardKing.com

Public Relations

Jill Brown Public Relations (JBPR) is a small Minnesota-based public relations and advertising firm specializing in projects with multiple stakeholders. The award-winning team of five, plus freelancers, loves to work with game changers. Jill has worked on large infrastructure projects since the 1980s. Her team members bring a variety of backgrounds and skills. JBPR works with more than 100 entities, including cities, schools, nonprofits, and private-sector businesses. Joint powers boards, like the North

Metro Mayors Association or the former Solid Waste Management Coordinating Board and many more, count on JBPR to help them collaborate toward a common goal. JBPR is a certified targeted group, registered Disadvantaged Business Enterprise, and on CERT lists. JBPR is pre-qualified by the MN Department of Transportation and on a short list of proven contractors for community engagement and project management, as well as marketing and advertising. Mississippi Watershed Management Organization and Capital Region Watershed District have JBPR in their approved pools for creative and information services.



2645 Rivers Bluff Lane
Anoka, MN 55303
612.889.2611

jillbrownpr.com

PROJECT TEAM

PROJECT ROLE



ALAN DOSTART

Community Center
Design Expert



DARIN BARR

Operations & Planning



MICHAEL CLARK

Director of Civic Design



SCOTT TYLER

Operations & Planning



ANDREW SUBY

Project Manager



JILL BROWN

Public Relations

> point of contact



EAPC



BALLARD*KING & ASSOCIATES



JILL BROWN PR

RESUME



› Community Center
Design Expert

ALAN DOSTART AIA, NCARB

Alan is the President of an award-winning architectural firm, with a versatile track record across various sectors. His extensive experience and leadership have been fundamental in delivering projects that span education, healthcare, civic, and community facilities. Among his notable contributions, Alan has excelled in community center developments, including the comprehensive Community Center Study in Seward, AK. He has also spearheaded significant expansions like the Energy Wellness Center in Beulah, ND, and the Minot State University Wellness Center in Minot, ND. Alan's ability to exceed client expectations through meticulous design and strategic project management underscores his commitment to enhancing community infrastructure.

EXPERIENCE

Community Center, Tioga, ND
Community Center Study, Seward, AK
Community Turf Facility, Grand Forks, ND
Glenburn School Geothermal Feasibility Study, Glenburn, ND
Minot Police Department Space Needs and Feasibility Assessment Study, Minot, ND
Good Samaritan Center, Lighting/code update/feasibility study, Osnabrock, ND
Energy Wellness Center, Beulah, ND
Choice Health & Fitness, Grand Forks, ND
Minot State University Wellness Center Expansion, Minot, ND
North Dakota State University, Wallman Wellness Center Expansion Fargo, ND
Heart of America Medical Center, Master Plan/Facility Survey, Rugby, ND
Hallock Healthcare Center, Master Plan/Facility Survey Hallock, MN
First Care Medical Services, Master Plan, Facility Survey, Fosston, MN
South Dakota State University Student Health Center, Brookings, SD
USSDG Sports/Entertainment Events Center, Wausau, WI



› Director of Civic Design
Point of Contact

MICHAEL CLARK AIA

In his career Mike has been fortunate to have worked with over 100 governmental organizations. A lesson learned from this career of public sector design is that every project, from a small renovation to a multi-agency, public private partnership with complex funding mechanisms, is an important investment to its community. Each project brings with it a special mix of wants, needs, expectations and passions. his goal in managing the Civic Sector projects at EAPC is to see that each of the Owners project passions are met by similar passion at EAPC.

EXPERIENCE

St. Michael Community Center and City Hall, St. Michael, MN*
Monona Terrace Convention Center, Madison, WI*
St. Louis Park Fire Stations No. 1 & 2, St. Louis Park, MN*
Woodbury Public Safety Building Training Center Addition, Woodbury, MN*
*Prior to EAPC

RESUME



› Project Manager

ANDREW SUBY CPD

As a vital member of the project team, Andrew strives to constantly expand his knowledge and expertise in order to improve every design solution. He is invested in each project at all stages of development and works hard to ensure that all the client's goals and expectations are met. Andrew demonstrates capability and comfort with renovations and additions as three quarters of his portfolio consists of renovations and redevelopments. He also brings his knowledge and background within CPTED (Crime Prevention Through Environmental Design) professional designation to provide valuable insight on vulnerability and mitigation in the environments design and operations.

EXPERIENCE

Beulah Wellness Center, New, Beulah, ND
Fargo Fire Station 5, Feasibility Study, Fargo, ND
Ventana 85-Acre Development Master Planning, Williston, ND
Strength and Performance Dryland Center, Addition, Fergus Falls, MN
Sioux Falls Law Enforcement Center, Feasibility Study, Sioux Falls, SD
Sisseton Wahpeton Law Enforcement Center, Preliminary Master Planning, Lake Traverse Reservation, SD



› Operations & Planning

DARIN BARR

Darin's passion for the parks and recreation industry has allowed him to successfully serve agencies nationwide. Darin utilizes a multi-layer approach when working on projects and believes in the importance of listening to stake holders, agency administration and staff members. A key part of his process is helping clients utilize statistical data and public input to understand the difference between needs and wants. He understands that each community and their goals are unique, as is the process by which they attain these goals. The end result is success and diversity in delivering parks and recreation services and programs, with solutions that are tailored to each community and agency. Darin's client-focused approach, attention to detail, and depth of knowledge give clients comprehensive insight to help guide them through their projects.

EXPERIENCE

Community Recreation Center Feasibility Study, Brooklyn Park, MN
Community Center Study, Park Rapids, MN
Recreation Center Feasibility Study, Coon Rapids, MN
Fieldhouse Feasibility Study, Alexandria, MN
Aquatic Center Feasibility Study, Stillwater, MN
Ice Rink Operational Plan, New Richmond, WI

RESUME



› Operations & Planning

SCOTT TYLER

Scott is enthusiastic about the assessment and planning process, both as a consultant and as a professional in the field. He understands the need to have a plan that provides a department the necessary information to guide their decision-making process and prioritization for the future. At the same time, he realizes importance of flexibility for a plan, so that it can adjust to changes. Scott brings a unique perspective to the master planning process in that he has implemented master plans. This firsthand implementation experience helps focus the recommendations he provides. Scott's approach as a recreation professional and consultant melds analytical data with preferences and options. He recognizes decisions need to be made balancing needs and wants while taking into consideration organizational and local preferences.

EXPERIENCE

Le Sueur Community Recreation Study, Le Sueur, MN
Chanhassen Civic Campus and Senior Center, Chanhassen, MN
Woodman's Community Center Feasibility Study, Janesville, WI
Apple Valley Recreation Facility Program, Apple Valley, MN
Wahpeton Recreation Center Market and Operations, Wahpeton, SD



› Public Relations

JILL BROWN

Jill has had diversity training and is an experienced facilitator. She will provide strategic planning, methodology for engagement, assistance with Polco, writing, engagement facilitation, and quality control on deliverables. Specializing in projects with multiple stakeholders, such as North Metro Mayors Association (executive director 2015-present), NLX passenger rail, Northstar Commuter Rail, Anoka County Children and Family Council, Gold Line BRT, and the Great River Rail Commission. Jill's skill set includes strategic planning, writing, advertising, engagement, media relations, public speaking, e-communications, event planning, and coordinating team efforts.

EXPERIENCE

MnDOT - Five Year Transit Service Plans
MnDOT - Greater MN Transit Pilot Marketing Plans
Anoka County Children & Family Council - Strategic Plan & Project Management
City of Moundsview Community Center Remodel
Scandia Heritage Alliance

“

“Jill Brown did an amazing job planning and conducting an audience analysis for our arts and heritage center project, including a museum, amphitheater, water garden play area, and wetland trail. With a grant from the Minnesota Historical Society, we hired Jill to conduct focus groups and build a survey to help identify the most desirable subjects for museum displays on the history of Scandia - and identify the features that community members would most wish to visit. Jill built a survey that included valuable questions we would never have thought to include, and the information gathered is beyond valuable in our planning process. She is extremely skilled at running focus groups - knowing just when to lead the discussion and when to sit back and let the conversation flow. We had tight deadlines for the project, and Jill kept the project moving and completed it on time and within budget.”

Scandia Heritage Alliance, Sue Rodsjo, Founder and Board President



TIOGA COMMUNITY CENTER

Tioga, North Dakota



Demolition of the existing Farm Festival Building made room for a larger multi-purpose facility in the same location.

- Project challenges included a water line on the east side of the chosen location, a flood plain on the west, and an imperative need to have a footprint that would leave both in place while responding to the square footage demands
- A second challenge was creating a durable, diverse facility that could stand the test of time and offer flexibility in size and layout to accommodate a variety of functions from weddings to farm shows
- Final layout includes a library, which will allow the city to expand their current program, a multi-purpose great room that can be used for sports, events, concerts, weddings, and car or farm equipment shows, a large play space for children, and a secondary multi-purpose room
- Also included is a smaller meeting room, locker rooms, a fully equipped commercial kitchen, and space for a future outdoor recreational ice rink
- Structure is designed to stand the test of time with an exterior shell of precast panel and interior spaces with durable finishes
- EAPC was involved from the project's infancy, assisting the Tioga Economic Development Corporation and the City of Tioga with city meetings and presentations and developing a program that would provide the most flexibility and longevity

SIZE
20,000 SF

COST
\$4,884,856.86

EAPC'S SERVICES
Architecture, Interiors, Structural,
Mechanical & Electrical Engineering

REFERENCE
Tioga Economic Development
Chris Norgaard, President
507.649.0831
chris@septicheater.com

City of Tioga
Abby Salinas, Auditor
701.664.2807
auditor@cityoftioga.com



ST. MICHAEL GOVERNMENT CENTER

St. Michael, Minnesota

This new center changed the nature of City Hall from governance to community service.

- St. Michael City Hall shared space with the Department of Public Works, and the Library and Senior Center were leasing space in strip malls; all of these functions had outgrown their exceeded the currently available space.
- Following an internal space needs study, they realized that a new structure was needed for some, if not all of these functions.
- By combining these public functions into a single facility, the community was able to leverage over 11,000 SF of shared space that otherwise would not have been available to each element alone.
- Includes a large public atrium that connects and provides access to the public functions of the facility.
- A large meeting room with seating for 220 is available to all three functions, can be leased by the general public, and functions as the City Council Chambers.

SIZE

30,500 Total SF:
8,000 SF City Hall
9,000 SF Library
2,200 SF Senior Center
11,300 SF Shared Space

COST

\$7,400,000

KKE'S SERVICES

Space Needs Study, Pre-design
Planning, Design thru Construction

REFERENCE

Steve Bot
City Administrator/
Public Works Director
763.416.7931

This project executed by Michael Clark while employed at KKE Architects – Architect of Record.



CHOICE HEALTH & FITNESS

Grand Forks, North Dakota



Funded 100% by private donations, this facility integrates fitness, medical and behavioral health, nutrition, arts, recreation, and research under one roof.

• RECREATION SPACES

- 44,665 SF tennis facility with observation deck
- 14,400 SF gymnasium housing two full-size basketball courts
- 12,145 SF aquatics area with a zero-depth entry pool, play features, lazy river, three lane lap pool, and two 25-foot water slides, totaling 6,792 SF of water surface area
- 14,830 SF of open fitness areas
- Four group exercise rooms ranging from 1,092 SF to 1,921 SF
- 1/7 mile indoor running track

• AUXILIARY SPACES

- 3,500 SF each male and female locker rooms with 200 lockers
- 4,500 SF lobby featuring a deli, retail store, and two party rooms
- 1,745 SF of dividable meeting space with storage and kitchen
- 2,250 SF child care area, known as the Kids Zone
- 850 SF of space for the USDA's Human Nutrition & Research Center
- 11,800 SF of space for Altru Health System's Center for Prevention & Genetics and Truay Aesthetic Center

- The facility's design and thoughtful planning of spaces enhance the community's ability to accomplish their mission to inspire greater community health and happiness
- The diversity of stakeholders is expressed in the interior and exterior architecture while tying into the surrounding context
- This strong visual anchor honors Grand Forks' history through architectural forms such as pitched roofs, simple slopes, a combination of precast concrete, metal panels and glass on the exterior, and the use of earthy colors and warm tones on the interior
- The glass wall of the aquatic center creates a sense of anticipation at the entry, and the sweeping expanse of the atrium spine welcomes members and visitors with many exciting visual cues
- The strong axial element that cuts through the building organizes program spaces, infuses interior daylighting deep within the building, and provides circulation and wayfinding



SIZE
161,300 SF

COST
\$24,522,513

EAPC'S SERVICES
Architect of Record,
Structural, Mechanical,
Electrical Engineering

SUBCONSULTANT
BALLARD*KING SERVICES
Feasibility/Market Analysis

REFERENCE
Grand Forks Park District
Bill Palmiscno
Superintendent of Recreation
701.746.2750
bpalmiscno@gfparks.org



ENERGY WELLNESS CENTER

Beulah, North Dakota



Born from a shared vision and determination, in true community collaboration, members from the Beulah Park District Foundation, City of Beulah officials, and dozens of supporting businesses and volunteers came together to create this great amenity.

- Community had outgrown previous facility and experienced an increasing demand for fitness and activity space
- Beulah Park District, EAPC, and OLC illustrated and planned the building program, addressing the following needs:
 - Public lounge with welcoming entrance
 - Comfortable locker rooms
 - Gymnasium accommodating basketball, volleyball, and pickleball
 - Racquetball court
 - Walking/running track
 - Group exercise studio
 - Golf simulator
 - Fitness space with strength training and cardio equipment
 - Community space with catering kitchen for meetings, gatherings, and leasable space for health & nutrition presentations
 - Youth room
 - Park District administration space

- Community showed its support through approving a sales tax increase to provide the resources for its construction
- Arrangement of spaces allows for separate functions to occur simultaneously and provide a clear path through the building, simplifying wayfinding
- Design is centered on connection to the community, outdoor space and environment, and to the activities within
- Building showcases activity and movement by using large window systems and creating openness, welcoming and encouraging passersby to come inside participate
- Located on the north hillside of the valley, the city and surrounding landscape are in full view while running on the treadmill
- Site and landscape allow for future opportunities, such as serving as a node along a city trail system, planned outdoor play areas, and the potential for a future park
- East side of the site is bordered by a dry creek and hillside where natural plantings reduce the impact of storm water drainage



SIZE

26,610 SF

COST

\$5,857,466

EAPC's SERVICES

Architecture, Interior Design,
Structural, Mechanical, Electrical
Engineering, Construction
Administration

REFERENCE

Beulah Park District
Sonja Dutchuk
701.873.5852
sdutchukbpd@westriv.com



MINOT STATE UNIVERSITY HEALTH & WELLNESS CENTER AND DOME

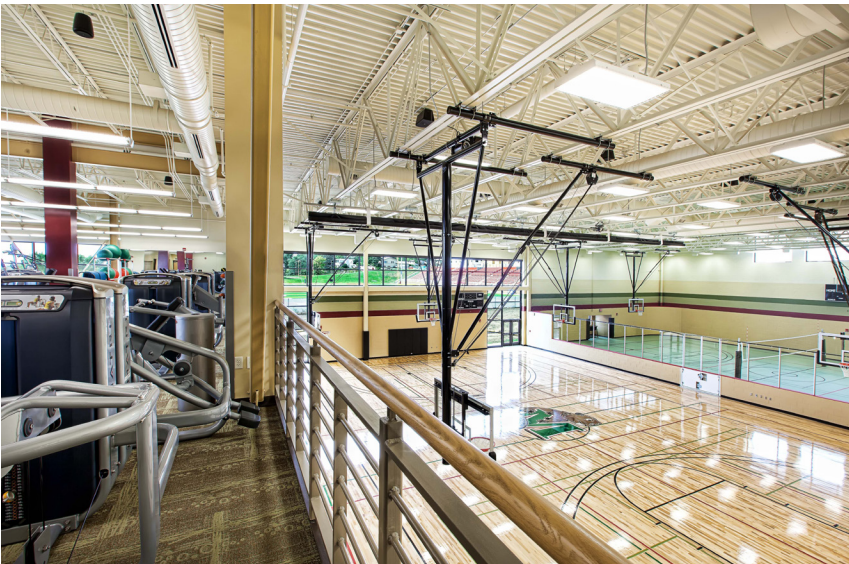
Minot, North Dakota



This project was part of Minot State University's passage to a Division II Athletics Program.

- Project consisted of a two-story, with mezzanine, 55,000 SF Health and Wellness addition to the existing Minot State University Dome facility
- Addition includes activity courts for basketball, volleyball, and floor hockey, space for fitness and spinning classes, weight lifting, and cardio exercise
- One of a kind climbing wall and a skywalk to the existing Swain Hall building where academic courses on health and wellness are offered
- The Health and Wellness Center is the student side of three components to the MSU Health Fitness, and varsity programs. The three components include varsity athletics (Primarily represented in the dome), the academic side of physical education and wellness (primarily represented in the adjacent Swain Hall), and finally the student activity component of which the Health and Wellness Center is the primary representative and was funded by student fees

- This project provided a home for the student fitness center and student activities that started in Swain Hall on the campus of Minot State University. Phase I consisted of construction of the fitness center portion of the project on the west side of the Dome
- The extensive use of glass allows views into the facility to create interest and also allows viewing of the football field and the new stadium
- The location between the football/soccer field, the MSU Dome, and linking the academic health and fitness disciplines was an owner's requirement for this facility. Internal configurations to tie into each level of the MSU Dome, while providing independent use of the Dome for public functions (i.e. high school activities/state tournaments/etc.), organize the levels and access points
- EAPC provided the structural design of all components and systems to ensure the structural integrity of the building as a whole. EAPC evaluated the geotechnical report for earthwork and foundation recommendations and also examined the existing structures to ensure the proper addition and skyway tie-ins



SIZE

Wellness: 55,000 SF Addition

Dome: 140,000 SF

COST

Wellness: \$9,900,000

EAPC's SERVICES

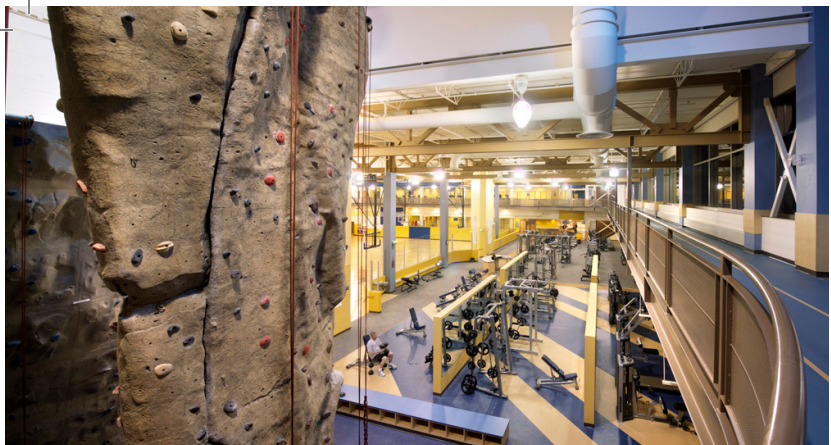
Architecture, Structural, Mechanical
& Electrical Engineering

SUBCONSULTANT

OLC'S SERVICES
Recreation Architect

REFERENCE

Brian Foisy
Former VP for Admin & Finance
Minot State University
Current VP for Finance
University of Idaho
208.885.6174



SOUTH DAKOTA STATE UNIVERSITY WELLNESS CENTER

Brookings, South Dakota



EAPC performed a preliminary design and program for the facility that developed into the full design and construction of this wellness center.

- EAPC was first commissioned to provide limited schematic design services to the extent of preparing/reviewing functional and spatial programs, developing preliminary layouts and project budgets for the facility
- EAPC was subsequently awarded the project that developed from the initial study
- Program included a 73,000 SF student wellness facility featuring a three-court gymnasium with cross-court championship court, racquetball courts, climbing wall, and elevated indoor walk/running track
- Cardio and weight areas, fitness floor, group exercise rooms, locker rooms, family locker room, expanded Division 1 varsity locker rooms and instruction facilities, conference rooms, and juice bar were included

SIZE

73,416 SF

COST

\$10,000,000

EAPC's SERVICES

Architecture

REFERENCE

South Dakota State University

Reed Leibel

Project Manager/Engineer

605.688.4136

Reed.Leibel@sdstate.edu

BALLARD* KING EXPERIENCE

Ballard*King & Associates has completed over 800 feasibility studies across the United States for a variety of recreation facilities.

MINNESOTA PROJECTS

- Avon Community Center, Avon, MN
- Bemidji Ice Arena Study, Bemidji, MN
- Bloomington Community Center Study, Bloomington, MN
- Chaska Community Center, Chaska, MN
- Como Park Aquatic Center, St. Paul, MN
- Coon Rapids Community Center Study, Coon Rapids, MN
- Cottage Grove Community Center Study, Cottage Grove, MN
- Duluth Kroc Center Feasibility Study, Duluth, MN
- East Grand Forts Aquatic Center, East Grand Forks, MN
- Elk River Community Center Study, Elk River, MN
- Elk River Ice Rink, Elk River, MN
- Edinborough Park Operations Assessment, Edina, MN
- Farmington Community Center Study, Farmington, MN
- Fergus Falls Ice Arena Study, Fergus Falls, MN
- Forest Lake Ice Rink Study, Forest Lake, MN
- Grand Marais Community Center, Grand Marais, MN
- Jordan Aquatic Center, Jordan, MN
- Mankato YMCA Study, Mankato, MN
- Minnetonka Space Needs Assessment, Minnetonka, MN
- Northfield Ice Arena Study, Northfield, MN
- Park Rapids Community Center, Park Rapids, MN
- Rochester Aquatic Center Study, Rochester, MN
- Rochester Community College Sports Complex, Rochester, MN
- Rogers Activity Center, Rogers, MN
- Rosemount Community Center Study, Rosemount, MN
- Saint Louis Park Community Center Study, Saint Louis Park, MN
- Salvation Army Ray & Joan Kroc Corps Community Center Feasibility Study, St. Paul, MN
- Salvation Army Ray & Joan Kroc Corps Community Center Feasibility Study, Duluth, MN
- Shakopee Recreation Center Study, Shakopee, MN
- Shoreview Recreation Center, Shoreview, MN
- St. Cloud Aquatic/Community Center Study, St. Cloud, MN
- St. Michael Ice Arena Study, Albertville, MN
- St. Paul Highland Park and Como Park Pools, St. Paul, MN
- Steele County Sport & Wellness, Owatonna, MN
- Stewartville Aquatic Center, Stewartville, MN
- Thief River Falls Community Wellness Center, Thief River Falls, MN
- Tri-Cities Recreation Center Study, Ramsey, Anoka, Andover, MN
- Victoria Ice Rink Operations Study, Victoria, MN
- Vadnais Heights Sports Complex, Vadnais Heights, MN
- Wadena Community Center, Wadena, MN
- Warroad Community Center Study, Warroad, MN
- Waseca Community Center Study, Waseca, MN

TO MEET TIME AND BUDGET REQUIREMENTS

Our comprehensive team approach ensures excellent budget results and efficient project time frames.

EAPC values timely project delivery and works closely with you to identify key milestones and develop a work plan to meet the project goals. Our process involves outlining all key decisions and necessary inputs to provide timely responses. We create a comprehensive meeting schedule that specifies required information, responsible individuals or groups, and deadlines.

To keep the project on schedule and team members focused on the goals, we recommend extended work sessions or immersive design charrettes be conducted during each phase. These charrettes involve user groups and stakeholders to streamline communication and introduce innovative ideas. During these meetings, we use 3D software and BIM modeling tools so the users can visualize the spatial implications of ideas under consideration.

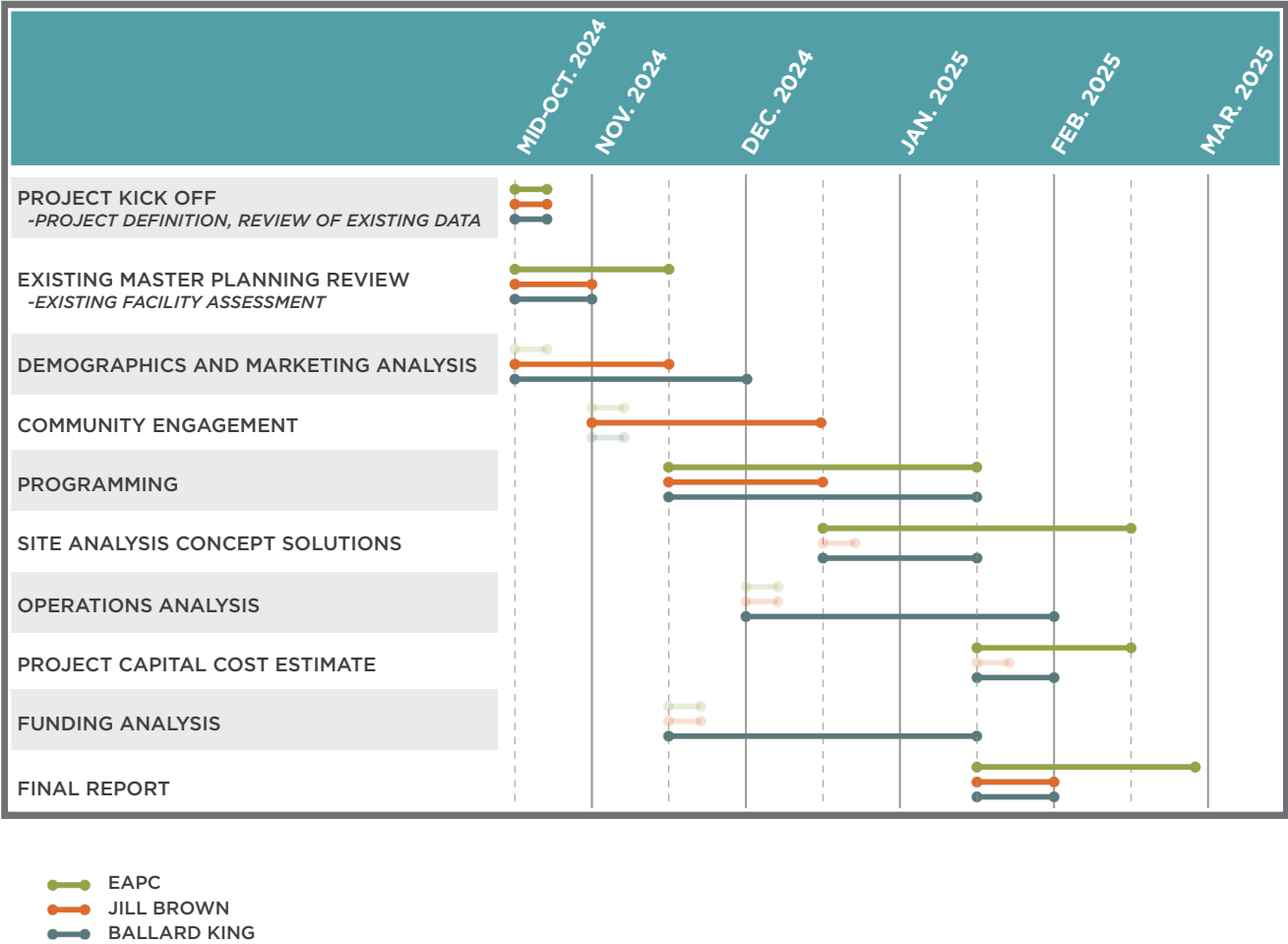
Meeting notes and design decisions are distributed after the meetings for record and action items to meet the established project schedule. During core team wrap up session, care is given to identify unanticipated task items before the task is undertaken, informing the team that the proposed task request may impact

schedule or be “out of scope” requiring prior client authorization and funding approval before proceeding.

Our team is renowned for dependable cost control, a result of diligent adherence to our estimating principles and continuous cost awareness in the construction industry. Our unique advantage stems from a team of design professionals with significant construction backgrounds, as well as offering full design services. We frequently oversee the actual construction project and are therefore skilled in cost quoting.

EAPC Project Manager **Andrew Suby** is responsible for keeping the team on task and has the authority to make necessary decisions for staying on schedule. His impeccable attention to detail has been a key factor in our firm's success. Under his guidance and strong communication skills, your project will be delivered on time and on budget.

SCHEDULE



WHY OUR FIRM SHOULD BE SELECTED TO PERFORM SERVICES FOR THIS PROJECT

Our project team understands the importance of a ‘Third Space’ provided within a community. A vibrant ‘Third Space’ promotes the community opportunities of socialization, connection, ownership, and future planning. The team is excited to have the opportunity to work within your community to create such opportunities.

FEE STRUCTURE | FY2024

EAPC submits the following fee proposal to achieve the goals established in this proposal and your Request for Proposal. We feel this level of compensation will achieve your goals, provide you with the quality level of work you will expect on your project and provides a competitive proposal for your community.

Description	Cost
Facility Assessment	\$ 7,500
Community Engagement	\$29,500
Programming and Operational Recommendations	\$ 28,000
Planning and Design	\$19,500
Total Fee Proposed	\$84,500
Anticipated Direct Costs For Project	\$5,000
Total Not To Exceed Fee	\$89,500

Direct project costs such as printing, postage and out of town travel expenses will be assessed a 15% markup for administration. Mileage will be charged at the current federal rate at the time of invoicing. All rates are effective through December 31, 2024.

HOURLY RATE

Architectural | Engineering Services

Proposal Personnel	Rate
Alan Dostert	\$ 322.00/hour
Mike Clark	\$ 274.00/hour
Andrew Suby	\$ 199.00/hour
Darin Barr	\$ 225.00/hour
Scott Tyler	\$ 200.00/hour
Jill Brown	\$ 163.00/hour

Office Support Services	
Secretarial Level 2	\$ 124.00/hour
Office Assistance	\$ 86.00/hour

Mileage (<i>follows the current federal rate</i>)	\$ 0.67/hour
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FORM OF CONTRACT

We commonly use the AIA Document B101, Standard Form of Agreement between Architect and Owner. We can provide a sample document upon request.

These contracts call out the architect's and Owner's responsibilities, insurance requirements, compensation, and payment schedule. Your legal team reviews the information and provides any important tribal legal verbiage for the contract. Upon agreement, we will finalize the documents for all parties to sign.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRJ PROFESSIONAL GROUP 1329 Eglin St. PMB #434 Rapid City, SD 57701		CONTACT NAME: Tom Johnson PHONE (A/C. No. Ext.): (605)716-6547 FAX (A/C. No.): E-MAIL ADDRESS: tom@trjprofessional.com	
INSURED ENGINEERS-ARCHITECTS, P.C. dba EAPC Architects Engineers etal 3100 DeMers Ave. Grand Forks ND 58201		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Incl Cyber Security data Breach	N	Y	AEC-9064288-07	2/14/2024	2/14/2025	Per Claim Pol Yr. Agg \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ST PAUL

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Suite 115
St. Paul, MN 55125

602.552.4600

ARIZONA
MINNESOTA
NORTH DAKOTA
SOUTH DAKOTA





To

Honorable Mayor Monge and City Council

Date

December 23, 2024

Agenda Placement # V.B

City Business Action Items & Recommendations

Subject

First Amendment to City Manager Employment Agreement (to be motioned on after the closed session)

Background/Facts

Recommended Action

Approve First Amendment to City Manager Employment Agreement.

Attachments

1. DOCS-#233981-v1-
AMENDMENT_TO_EMPLOYMENT_AGREEMENT_FRANDLE_2025

Respectfully submitted,
Jack Brooksbank, City Attorney

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (the “Amendment”) is made and entered into this ___ day of _____ 2024 (the “Effective Date”), by and between **THE CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation (the “City”), and **BRIAN FRANDLE**, (“Employee”).

RECITALS

A. The parties entered into a certain Employment Agreement dated September 6th, 2022 (the “Original Agreement”), for employment as City Manager for in the City of North St. Paul.

B. The parties wish to update to Original Agreement for the passage of time and for the continuation of the employment as City Manager.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 3 of the Original Agreement shall be amended to read as follows:

3. SALARY. Effective January 1, 2025, Employee shall be paid according to Grade 23, Step 6 of the North St. Paul Wage Grid.

In addition to the above, Employee shall receive an additional 1.5% longevity pay.

2. **Remaining Agreement Not Modified.** The remaining terms of the Original Agreement shall remain in force, unchanged by this First Amendment.

IN WITNESS WHEREOF, this First Amendment has been made and executed by the City and the Employee as of the day and year first above written.

[Remainder of Page Intentionally Blank. Signature Pages to Follow.]

EMPLOYER THE CITY OF NORTH ST. PAUL

BY: _____
John Monge, Mayor

EMPLOYEE

Brian Frandle