



Date: May 24, 2023
Beltrami County Commission
Special Meeting Agenda

SPECIAL MEETING AGENDA BILL

SUBJECT: Jail Architectural Contract

RECOMMENDATIONS: Approve the Architectural Services Contract with Klein McCarthy & Co., LTD dba Klein McCarthy Architects and Authorize Phase 1 Only

CONTACT PERSON:

Tom Barry, County Administrator 218-333-4109

Ben Matson, Jail Project Manager, Construction Engineers 701-792-3215

DATE SUBMITTED: May 22, 2023

BUDGET IMPACT: \$48,000 for Phase 1

ATTACHMENTS: AIA Contract with Exhibits

SUMMARY STATEMENT:

The Minnesota Department of Corrections issued a Notice of Deficiency and has required substantial investments in the current Beltrami County Jail effective September 30, 2019. Committed to mitigating these deficiencies, the Beltrami County Board of Commissioners issued a resolution to the Minnesota Department of Corrections vowing to address the deficiencies and work towards long term solutions to address the growing population and increase in crime in our community.

After pandemic-related delays, the County hired a project manager from Construction Engineers in late 2021 and in February of 2022 commissioned a Needs Assessment and Feasibility Study. That Study, prepared by Justice Planners, was presented to the County Board on August 24th, 2022. An extensive public education and outreach campaign commenced shortly after and ran for two months, closing on October 31, 2022. Several Town Hall meetings and Public Hearings were conducted during this time and nearly 500 community surveys and comments were gathered in an effort to help guide the Board in its decision making. On November 15, 2022 the Beltrami County Board approved moving forward with the design and construction of a new jail facility, pending requisite process approvals and financing.

The County issued a Request for Proposals in April of 2023 seeking architectural services for the design of the new Jail. After several weeks of collecting submissions, the Jail Design and Operations Committee, with representatives from the other Jail Subcommittees reviewed 4 proposals. After conducting interviews of the 2 finalist firms, the Selection Committee recommends entering into an architectural services contract with Klein McCarthy & Co., LTD dba Klein McCarthy Architects. The contract was sent in advance to the County Board but is also attached to this memo.

SPECIAL MEETING AGENDA
Jail Architectural Contract

 **AIA® Document B133® – 2019****Standard Form of Agreement Between Owner and Architect, Construction
Manager as Constructor Edition**

AGREEMENT made as of the Twenty-Third (23rd) day of May in the year Two Thousand Twenty Three (2023)
(In words, indicate day, month and year.)

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

Beltrami County
701 Minnesota Ave. NW., Suite 200
Bemidji, MN 56601
Telephone: (218) 333-8478

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

Klein McCarthy & Co., LTD dba Klein McCarthy Architects
6465 Wayzata Boulevard
Suite 410
St. Louis Park, MN 55426
Telephone Number: (952)908-9990
Facsimile: (952) 908-9991
Email: scott.fettig@kleinmccarthy.com

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

Beltrami County New Jail Facility
Bemidji, MN 56601
Provide a new 242-bed Jail on a remote site.

The Construction Manager (if known):
(Name, legal status, address, and other information)

To Be Determined.

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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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.)

A new 242-bed County Jail Facility for Beltrami County. Spatial program to be developed by KMA during Phase I.

§ 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.)

Project location to be remote site to be determined.

§ 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.)

\$55 - \$65 Million based on Construction Engineers, Inc. preliminary budget.

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

- .1 Design phase milestone dates, if any:

Phase I – Predesign to be completed by 9/1/2023.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Fast track design and construction is not anticipated.

Multiple bid packages will be issued simultaneously for the bidding of the Project

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:

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

Not applicable.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

Thomas Barry
701 Minnesota Ave. NW, Suite 200
Bemidji, MN 56601
Telephone: (218) 333-8478
Email: tom.barry@co.beltrami.mn.us

§ 1.1.9 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:

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

To be determined.

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

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined.

.2 Land Surveyor:

To be determined.

.3 Geotechnical Engineer:

To be determined.

.4 Civil Engineer:

Architect to provide as a Supplemental Service.

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

To be determined.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

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

Scott W. Fettig
Klein McCarthy Architects
6465 Wayzata Boulevard
Suite 410
St. Louis Park, MN 55426
Telephone: (952) 908-9990
Facsimile: (952) 908-9991
Direct: (952) 908-9995
Email Address: scott.fettig@kleinmccarthy.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Paulson & Clark Engineering, Inc.

2352 East County Road J

White Bear Lake, MN 55110

.2 Mechanical Engineer:

EDI-Dolejs, Inc.

1112 – 5th Street North

Minneapolis, MN 55411

.3 Electrical Engineer:

EDI-Dolejs, Inc.

1112 – 5th Street North

Minneapolis, MN 55411

§ 1.1.12.2 Consultants retained under Supplemental Services:

.1 Security Electronics:

EDI-Dolejs, Inc.

1112 – 5th Street North

Minneapolis, MN 55411

Telephone: (612) 343-5965

.2 Telecommunications/Data:

EDI-Dolejs, Inc.

1112 – 5th Street North

Minneapolis, MN 55411

Telephone: (612) 343-5965

.3 Kitchen Design:

Rippe Associates

6117 Blue Circle Drive

Suite 100

Minneapolis, MN 55343

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Telephone: (952) 933-0313

.4 Civil Engineer:
Freeberg & Grund
321 Beltrami Ave. NW
Bemidji, MN 56601
Telephone: (218) 759-9218

.5 Food Service:
Rippe Associates
6117 Blue Circle Drive, Suite 100
Minneapolis, MN 55343
Telephone: (952) 933-0313

.6 Policy and Procedure
Elk Creek Consulting
29175 Snow Goose Trail
Shafer, MN 55074
Telephone: (651) 206-6581

.7 Cultural Support:
Just Us Services
LaCrosse, WI
Telephone: (608) 386-5555

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

None.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may by written agreement and/or amendment, 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 protocols governing the transmission and use of 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 protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth 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, and limited to, 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. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services hereunder.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. Provided such actions are not a result of the Architect's negligence and/or failure to comply with this agreement, the Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

§ 2.6 **Insurance.** 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.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Point Five Million Dollars (\$1,500,000.00) for each occurrence and Three Million Dollars (\$ 3,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Point Five Million Dollars (\$1,500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 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 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One million Dollars (\$ 1,000,000.00) each employee, and One million Dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two million Dollars (\$ 2,000,000.00) per claim and Four million Dollars (\$ 4,000,000.00) in the aggregate.

§ 2.6.7 **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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.7 The Architect agrees that during the performance of this Agreement, no person shall on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, creed, or national origin, be excluded from full employment rights, participation in, be denied the benefits or be otherwise subjected to discrimination under any applicable federal and state laws against discrimination.

§ 2.8 Pursuant to Minnesota Statute 16B.06, subdivision 4, the Architect agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may

reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of this Contractor and involve transactions relating to this Agreement.

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, the Construction Manager, 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, the Construction Manager, 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, 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. The Architect shall not be responsible for delays caused by factors beyond the Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the Architect's services or work product, or delays caused by performance by the Owner or by contractors on any level. When such delays beyond the Architect's reasonable control occur, the Owner agrees that the Architect shall not be responsible for damages, nor shall the Architect be deemed in default of this Agreement. 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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 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. The Owner shall defend, indemnify and hold the Architect harmless any claims or demands arising out of the acceptance of nonconforming work or a directive or a substitution made against the Architect's advice.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, 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.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide

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clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

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

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and 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.

§ 3.3.5.1 The Architect shall discuss with the Owner, 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.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's

approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and 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 Construction Manager 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.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 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 Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager 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. The term “Contractor” as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager’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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 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 observations to check the quality or quantity of the Work. On the basis of the site observations, 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 Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall advise the Owner in writing regarding a recommendation of rejection of 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 Construction Manager, 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 Construction Manager. 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 Construction Manager, 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 Construction Manager 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 Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and recommend the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect’s review (on AIA Document G702 form) for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of uncovered Work as provided in Section 3.6.2 and on the data comprising the Construction Manager’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 Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) observations 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 recommendation as to Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations 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 Construction Manager’s right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager’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 Construction Manager’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 Construction Manager’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 Construction Manager 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 Construction Manager’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 Construction Manager 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 site visits for observable defects and deficiencies in the work 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 Construction Manager; 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 site visits shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager 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 Construction Manager, 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 Construction Manager: (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 Construction Manager 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect

§ 4.1.1.3	Multiple Preliminary Designs	Architect
§ 4.1.1.4	Measured drawings	not provided
§ 4.1.1.5	Existing facilities surveys	not provided
§ 4.1.1.6	Site evaluation and planning	Architect
§ 4.1.1.7	Building Information Model management responsibilities	Architect
§ 4.1.1.8	Development of Building Information Models for post construction use	not provided
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	not provided
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	Architect
§ 4.1.1.13	Cost estimating	not provided
§ 4.1.1.14	On-site project representation	Architect (bi-weekly)
§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	not provided
§ 4.1.1.17	As-constructed record drawings	By CM
§ 4.1.1.18	Post-occupancy evaluation	Architect
§ 4.1.1.19	Facility support services	not provided
§ 4.1.1.20	Tenant-related services	not provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	not provided
§ 4.1.1.22	Telecommunications/data design	Architect
§ 4.1.1.23	Security evaluation and planning	Architect
§ 4.1.1.24	Commissioning	Architect in Phase III
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.26	Historic preservation	not provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	not provided
§ 4.1.1.28	Other services provided by specialty Consultants	Food Service, Laundry
§ 4.1.1.29	Other Supplemental Services	Alternates for Cultural and Policy/Procedures

§ 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.)

§ 4.1.1.1 Assistance with Selection of Construction Manager: Assist Owner with drafting an RFP and selection of a Construction Manager.

§ 4.1.1.2 Programming: Provide spatial programming for the jail.

§ 4.1.1.3 Multiple Preliminary Designs: Preparation of floor plans to determine preferred option to develop as the Project.

§ 4.1.1.6 Site Evaluation and Planning: Assist the Owner with site selection, conditional use permitting and rezoning as required.

Init.

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§ 4.1.1.7 Building Information Model management responsibilities: Building Information Modeling to be performed in Revit and managed as a cloud-based solution.

§ 4.1.1.9 Civil Engineering: Provide usual and customary civil engineering.

§ 4.1.1.11 Architectural Interior Design: Includes usual and customary interior design services as necessary for this Project type. Limited to interior product, color and finish selections.

§ 4.1.1.12 Value Analysis: Review of cost estimates by the Construction Manager and provide assistance in product comparisons.

§ 4.1.1.14 On-site project representative: Architect to provide bi-weekly site visits.

§ 4.1.1.15 Conformed documents for Construction: Incorporate addenda and State review changes into the Bid Documents to provide conformed documents for construction.

§ 4.1.1.17 As-constructed record drawings: Construction Manager will provide record drawings. As-constructed record drawings are not included in the Architect's scope of work.

§ 4.1.1.18 Post-occupancy evaluation: Architect to attend an 11-month warranty review with the Construction Manager and Owner.

§ 4.1.1.22 Telecommunications/data design: Limited to usual and customary electrical engineering services for telecommunications/data design. Procurement and selection of telecommunications/data end-use devices or equipment is not included in Architect's scope of work.

§ 4.1.1.23 Security Evaluation and planning: Provide usual and customary security electronics design. Coordinate design with MN Department of Corrections.

§ 4.1.1.24 Commissioning: Provide commissioning services as an Alternate cost in Phase III.

§ 4.1.1.28 Other services provided by Specialty Consultants: Provide usual and customary Food Service and Laundry Design.

§ 4.1.1.29 Other Supplemental Services: Provide services as outlined in Exhibit 'B' for Cultural and Policy/Procedures.

§ 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.)

None.

§ 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 E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, 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. Additional Services must be discussed and approved by the Owner in advance. The estimated costs of Additional Services will be provided in writing to Owner for prior approval to Architect carrying out such services. Except for services required due to the fault of the Architect, any agreed upon 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 in writing, to 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 recommendations given by the Construction Manager or the Owner, 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 bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager 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;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .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;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 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 Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data at the Construction Manager's or Owner's request, 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 Construction Manager 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 Construction Manager
- .2 Bi-Weekly () visits to the site by the Architect during construction
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection 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 Thirty-Six (36) 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 retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 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.

§ 5.5 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.

§ 5.6 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.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 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 the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services;

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 the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. If the Architect is required to make revisions to the Construction Documents, the Architect shall be entitled to compensation, as an Additional Service for changes to Construction Documents that result from (1) scope changes directed by the Owner that materially impact costs, (2) market fluctuation in the price of construction goods and services that could not have been reasonably anticipated by Architect, (3) revisions to the Construction Documents directed by the Owner that resulted in an increase in the Construction Budget, (4) matters beyond the reasonable control of Architect.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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 Construction Manager, 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 (including without limitation any future additions or alterations to the Project) without retaining and maintaining the retention of 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, defend, 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. or if the Owner does not retain the Architect to provide services beyond those provided in Phase I as noted in Section 11.1.1.

§ 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 Minnesota law.

(Paragraph Deleted)

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 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.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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: The Owner and Architect shall agree to a lump sum fee based on the percentage of the project completion at that time.
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service: The Owner and Architect shall agree to a lump sum fee based on the percentage of the project completion at that time.

§ 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, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 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. The Architect shall not, in connection with any such assignment by the Owner, be required to execute any documents that in any way might, in a sole judgement of the Architect, increase the Architect's contractual or legal obligations or risks, or the availability or cost of its professional or general liability insurance.

§ 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. In the event that the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may effect the performance of the Architect's service, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of services on the Project until the Owner retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

§ 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 or if the information in whatever form comes into the public domain. 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)

Phase I shall be provided for a Lump Sum Fee of Forty-Five Thousand Two Hundred (\$45,200.00) plus reimbursables estimated at Two Thousand Eight Hundred (\$2,800.00).

Phase I Alternate shall be provided for a Lump Sum fee of Fifteen Thousand Six Hundred (\$15,600.00) plus reimbursables estimated at Two Hundred (\$200.00).

Phase IV shall be provided for a Lump Sum Fee of Four Thousand Two Hundred (\$4,200.00) / month plus reimbursables not to exceed Eight Hundred (\$800.00)/month.

Phase IV Alternate shall be provided for a Lump Sum fee of Eight Thousand Six Hundred Sixty (\$8,660.00)/Month plus reimbursables not to exceed Eight Hundred (\$800.00)/month.

.2 Percentage Basis

(Insert percentage value)

Phase II and Phase III to be a combined percentage of the Guaranteed Maximum Price (GMP) of the Owners Construction Manager. The percentage shall be Five Point Nine Nine (5.99 %) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Describe the method of compensation)

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

See Section § 11.1 for Fees.

§ 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.)

Compensation for an agreed upon service shall be a negotiated lump sum fee or shall be based on published hourly rates of the firm(s) staff requested plus associated reimbursable expenses. See Exhibit 'C' - Hourly Rates, attached.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Only Phase I is included at this time. Future Phases may be added at a later date at the rates noted in Exhibit ‘B’ RFP Response dated 4/27/2023, and as noted in Section 11.1.1 and 11.1.2.

§ 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	Twenty Five	percent (25	%)
Design Development Phase	Twenty Five	percent (25	%)
Construction Documents Phase	Twenty Five	percent (25	%)
Construction Phase	Twenty Five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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 'C' - Hourly Rates, attached.

Init.

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, mileage at IRS rate 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, computer generated animation, professional photography, and presentation materials requested by the Owner;
- .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 2.6 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 2.6, and for which the Owner shall reimburse the Architect.)

Not applicable.

§ 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 Zero (\$ 0) 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 Thirty-One (31) 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 or legal prevailing rate per annum.

Init.

§ 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.

§ 11.10.2.3.1 Pursuant to Minnesota Statute 16B.06, subdivision 4, the Architect agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of this Contractor and involve transactions relating to this Agreement

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.)

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

§ 12.1.1 Dispute Resolution: Any claims, disputes, or other matters in question between the parties to this Agreement, arising of or relating to this Agreement, shall first be resolved between the parties. If any claims, disputes or other matters cannot be resolved between the parties, the parties shall attempt resolution through a certified mediator, as recognized by the Minnesota State Bar Association.

§ 12.1.2 Limitation of Liability

§ 12.1.2.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Architect and Architect's officers, directors, employees, agents, and consultants to Owner and anyone claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Architect's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach or warranty shall not exceed the total compensation received by Architect under this Agreement, or the total amount of \$250,000, whichever is greater.

§ 12.1.3.1 To the fullest extent permitted by law the Architect shall indemnify and hold harmless the County and its officers, employees and directors from and against damages, losses and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from performance of the services under this Contract, provided that such damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Architect, a subcontractor, anyone employed by them or anyone for whose negligent acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Contract. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

§ 12.1.3.2 Architect agrees, that in order to protect itself and the County under the indemnity provisions set forth herein, it shall at all times during the term of the Contract keep in force policies of insurances indicated in paragraph titled "INSURANCE".

§ 12.1.3.3 This provision is not intended to create any cause of action in favor of any third party against the Architect or the County or to enlarge any way the Architect's liability, but it is solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Architect's or the Architect's agents performance hereunder.

§ 12.2 LEED

Init.

§ 12.2.1 The LEED Green Building Rating System or similar environmental guideline ("LEED") utilizes certain design, construction and usage criteria in order to promote environmentally friendly building. The Owner acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond the control of the Architect, including, but not limited to, the Owner's use, operation and maintenance of the completed project. In addressing LEED, the Architect shall perform its services in a manner consistent with that degree of skill and care ordinarily exercised by design professionals performing similar services in the same locality, and under the same or similar circumstances and conditions. The Architect will use reasonable care consistent with the foregoing standard in interpreting LEED and designing in accordance with LEED. However, the Architect does not warrant or represent that the Project will actually achieve LEED certification or realize any particular energy savings. The Architect shall not be responsible for any environmental or energy issues arising out of the Owner's use and operation of the completed project.

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 B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

(Paragraph Deleted)

.3 Exhibits:

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

- AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 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' – Beltrami County Request for Proposal for Architectural Design Services Issued April 5, 2023.

Exhibit 'B' - Klein McCarthy Architects Response to Request for proposal dated April, 27, 2023

Exhibit 'C' – Hourly Rates

Exhibit 'D' Reimbursable Expenses

.4 Other documents:

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

Certificate of Insurance – Auto, General Commercial, Errors & Omissions and Umbrella Liability

Certificate of Insurance – Workers Compensation

Init.

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User Notes:

(3B9ADA43)

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

OWNER *(Signature)*

Richard Anderson, County Board Chair
(Printed name and title)

ARCHITECT *(Signature)*

Scott W. Fettig, President
(Printed name, title, and license number, if required)



Init.

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User Notes:

(3B9ADA43)

Additions and Deletions Report for **AIA® Document B133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:36:35 ET on 05/22/2023.

PAGE 1

AGREEMENT made as of the Twenty-Third (23rd) day of May in the year Two Thousand Twenty Three (2023).

...

Beltrami County
701 Minnesota Ave. NW., Suite 200
Bemidji, MN 56601
Telephone: (218) 333-8478

...

Klein McCarthy & Co., LTD dba Klein McCarthy Architects
6465 Wayzata Boulevard
Suite 410
St. Louis Park, MN 55426
Telephone Number: (952)908-9990
Facsimile: (952) 908-9991
Email: scott.fettig@kleinmccarthy.com

...

Beltrami County New Jail Facility
Bemidji, MN 56601
Provide a new 242-bed Jail on a remote site.

...

To Be Determined.

PAGE 2

TABLE OF ARTICLES

...

A new 242-bed County Jail Facility for Beltrami County. Spatial program to be developed by KMA during Phase I.

...

Project location to be remote site to be determined.

...

\$55 - \$65 Million based on Construction Engineers, Inc. preliminary budget.

...

Phase I – Predesign to be completed by 9/1/2023.

PAGE 3

To be determined.

...

To be determined.

...

To be determined.

...

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Fast track design and construction is not anticipated.

...

Multiple bid packages will be issued simultaneously for the bidding of the Project

Not applicable.

...

Thomas Barry
701 Minnesota Ave. NW, Suite 200
Bemidji, MN 56601
Telephone: (218) 333-8478
Email: tom.barry@co.beltrami.mn.us

PAGE 4

To be determined.

...

To be determined.

...

To be determined.

...

To be determined.

...

Architect to provide as a Supplemental Service.

...

To be determined.

...

Scott W. Fettig
Klein McCarthy Architects
6465 Wayzata Boulevard
Suite 410
St. Louis Park, MN 55426
Telephone: (952) 908-9990
Facsimile: (952) 908-9991
Direct: (952) 908-9995
Email Address: scott.fettig@kleinmccarthy.com

PAGE 5

Paulson & Clark Engineering, Inc.

...

2352 East County Road J

...

White Bear Lake, MN 55110

...

EDI-Dolejs, Inc.

...

1112 – 5th Street North

...

Minneapolis, MN 55411

...

EDI-Dolejs, Inc.

...

1112 – 5th Street North

...

Minneapolis, MN 55411

.1 Security Electronics:
EDI-Dolejs, Inc.
1112 – 5th Street North
Minneapolis, MN 55411
Telephone: (612) 343-5965

.2 Telecommunications/Data:
EDI-Dolejs, Inc.
1112 – 5th Street North
Minneapolis, MN 55411
Telephone: (612) 343-5965

.3 Kitchen Design:
Rippe Associates
6117 Blue Circle Drive
Suite 100
Minneapolis, MN 55343
Telephone: (952) 933-0313

.4 Civil Engineer:
Freeberg & Grund
321 Beltrami Ave. NW
Bemidji, MN 56601
Telephone: (218) 759-9218

.5 Food Service:
Rippe Associates
6117 Blue Circle Drive, Suite 100
Minneapolis, MN 55343
Telephone: (952) 933-0313

.6 Policy and Procedure
Elk Creek Consulting
29175 Snow Goose Trail
Shafer, MN 55074
Telephone: (651) 206-6581

.7 Cultural Support:
Just Us Services
LaCrosse, WI
Telephone: (608) 386-5555

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None.

...

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner ~~shall~~ may by written agreement and/or amendment, 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 protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, 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.

...

§ 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~~ professionals.

...

§ 2.2 The Architect shall perform its services consistent ~~with~~ with, and limited to, 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. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services hereunder.

PAGE 7

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. ~~The Provided such actions are not a result of the Architect's negligence and/or failure to comply with this agreement, the Architect shall not be responsible for actions taken by the Construction Manager.~~

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Point Five Million Dollars (\$1,500,000.00) for each occurrence and Three Million Dollars (\$ 3,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ One Point Five Million Dollars (\$1,500,000.00))~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One million Dollars (\$ 1,000,000.00) each employee, and One million Dollars (\$ 1,000,000.00) policy limit.

...

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two million Dollars (\$ 2,000,000.00) per claim and Four million Dollars (\$ 4,000,000.00) in the aggregate.

...

§ 2.7 The Architect agrees that during the performance of this Agreement, no person shall on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, creed, or national origin, be excluded from full employment rights, participation in, be denied the benefits or be otherwise subjected to discrimination under any applicable federal and state laws against discrimination.

PAGE 8

§ 2.8 Pursuant to Minnesota Statute 16B.06, subdivision 4, the Architect agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of this Contractor and involve transactions relating to this Agreement.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, 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. The Architect shall not be responsible for delays caused by factors beyond the Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the Architect's services or work product, or delays caused by performance by the Owner or by contractors on any

level. When such delays beyond the Architect's reasonable control occur, the Owner agrees that the Architect shall not be responsible for damages, nor shall the Architect be deemed in default of this Agreement. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.5 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. The Owner shall defend, indemnify and hold the Architect harmless any claims or demands arising out of the acceptance of nonconforming work or a directive or a substitution made against the Architect's advice.

PAGE 9

§ 3.1.8 Prior to ~~the~~ the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and ~~interpretations~~ interpretations.

...

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and ~~Architect, Architect,~~ and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction ~~Manager~~ Manager.

...

§ 3.3.5.1 The Architect shall ~~consider~~ discuss with the Owner, 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.

PAGE 11

§ 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-observations~~ to check the quality or quantity of the Work. On the basis of the site ~~visits, observations,~~ 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 Construction Manager, and (3) defects and deficiencies observed in the Work.

...

§ 3.6.2.2 The Architect ~~has the authority to reject Work~~ shall advise the Owner in writing regarding a recommendation of rejection of 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

PAGE 12

§ 3.6.3.1 The Architect shall review and ~~certify~~ recommend the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's ~~certification~~ review (on AIA Document G702 form) for payment shall constitute a representation to the Owner, based on the Architect's evaluation of ~~the uncovered~~ Work as provided in Section 3.6.2 and on the data comprising the Construction Manager'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 Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) ~~an evaluation~~ observations 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 recommendation as to Payment~~ shall not be a representation that the Architect has (1) made exhaustive or continuous on-site ~~inspections~~ observations 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

PAGE 13

- .1 conduct ~~inspections~~ site visits for observable defects and deficiencies in the work to determine the date or dates of Substantial Completion and the date of final completion;

...

§ 3.6.6.2 The Architect's ~~inspections~~ site visits shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

...

§ 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~~ Project.

PAGE 14

§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Architect</u>
§ 4.1.1.2 Programming	<u>Architect</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4 Measured drawings	<u>not provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>not provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Architect</u>

§ 4.1.1.8	Development of Building Information Models for post construction use	<u>not provided</u>
§ 4.1.1.9	Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>not provided</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Architect</u>
§ 4.1.1.13	Cost estimating	<u>not provided</u>
§ 4.1.1.14	<u>§4.1.1.14</u> On-site project representation	<u>Architect (bi-weekly)</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>not provided</u>
§ 4.1.1.17	As-constructed record drawings	<u>By CM</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Architect</u>
§ 4.1.1.19	Facility support services	<u>not provided</u>
§ 4.1.1.20	Tenant-related services	<u>not provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>not provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Architect</u>
§ 4.1.1.24	Commissioning	<u>Architect in Phase III</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>not provided</u>
§ 4.1.1.26	Historic preservation	<u>not provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>not provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Food Service, Laundry</u>
§ 4.1.1.29	Other Supplemental Services	<u>Alternates for Cultural and Policy/Procedures</u>

§ 4.1.1.1 Assistance with Selection of Construction Manager: Assist Owner with drafting an RFP and selection of a Construction Manager.

§ 4.1.1.2 Programming: Provide spatial programing for the jail.

...

§ 4.1.1.3 Multiple Preliminary Designs: Preparation of floor plans to determine preferred option to develop as the Project.

...

§ 4.1.1.6 Site Evaluation and Planning: Assist the Owner with site selection, conditional use permitting and rezoning as required.

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§ 4.1.1.7 Building Information Model management responsibilities: Building Information Modeling to be performed in Revit and managed as a cloud-based solution.

...

§ 4.1.1.9 Civil Engineering: Provide usual and customary civil engineering.

...

§ 4.1.1.11 Architectural Interior Design: Includes usual and customary interior design services as necessary for this Project type. Limited to interior product, color and finish selections.

...

§ 4.1.1.12 Valve Analysis: Review of cost estimates by the Construction Manager and provide assistance in product comparisons.

§ 4.1.1.14 On-site project representative: Architect to provide bi-weekly site visits.

§ 4.1.1.15 Conformed documents for Construction: Incorporate addenda and State review changes into the Bid Documents to provide conformed documents for construction.

...

§ 4.1.1.17 As-constructed record drawings: Construction Manager will provide record drawings. As-constructed record drawings are not included in the Architect's scope of work.

...

§ 4.1.1.18 Post-occupancy evaluation: Architect to attend an 11-month warranty review with the Construction Manager and Owner.

...

§ 4.1.1.22 Telecommunications/data design: Limited to usual and customary electrical engineering services for telecommunications/data design. Procurement and selection of telecommunications/data end-use devices or equipment is not included in Architect's scope of work.

§ 4.1.1.23 Security Evaluation and planning: Provide usual and customary security electronics design. Coordinate design with MN Department of Corrections.

§ 4.1.1.24 Commissioning: Provide commissioning services as an Alternate cost in Phase III.

§ 4.1.1.28 Other services provided by Specialty Consultants: Provide usual and customary Food Service and Laundry Design.

§ 4.1.1.29 Other Supplemental Services: Provide services as outlined in Exhibit 'B' for Cultural and Policy/Procedures.

...

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

...

None.

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The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Additional Services must be discussed and approved by the Owner in advance. The estimated costs of Additional Services will be provided in writing to Owner for prior approval to Architect carrying out such services. Except for services required due to the fault of the Architect, any agreed upon 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 in writing, to 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:

PAGE 17

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager’s proposals and supporting data, data at the Construction Manager’s or Owner’s request, or the preparation or revision of Instruments of Service;

...

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

...

.2 Bi-Weekly () visits to the site by the Architect during construction

...

.3 ~~(-) inspections~~ One (1) inspection 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 ~~(-) inspections~~ One (1) inspection for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-Six (36) 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.

PAGE 19

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, ~~without additional compensation,~~ shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. ~~The Architect’s revisions in the Construction Documents Phase shall be the limit of the Architect’s responsibility under this Article 6.~~ If the Architect is required to make revisions to the Construction Documents, the

Architect shall be entitled to compensation, as an Additional Service for changes to Construction Documents that result from (1) scope changes directed by the Owner that materially impact costs, (2) market fluctuation in the price of construction goods and services that could not have been reasonably anticipated by Architect, (3) revisions to the Construction Documents directed by the Owner that resulted in an increase in the Construction Budget, (4) matters beyond the reasonable control of Architect.

PAGE 20

§ 7.3.1 In the event the Owner uses the Instruments of Service (including without limitation any future additions or alterations to the Project) without retaining and maintaining the retention of 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-indemnify, defend, 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. or if the Owner does not retain the Architect to provide services beyond those provided in Phase I as noted in Section 11.1.1.

...

§ 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. Minnesota law.

...

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

...

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

PAGE 21

Arbitration pursuant to Section 8.3 of this Agreement

...

Other: (Specify)

.1 Termination Fee: The Owner and Architect shall agree to a lump sum fee based on the percentage of the project completion at that time.

...

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service: The Owner and Architect shall agree to a lump sum fee based on the percentage of the project completion at that time.

...

§ 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. The Architect shall not, in connection with any such assignment by the Owner, be required to execute any documents that in any way might, in a sole judgement of the Architect, increase the Architect's contractual or legal obligations or risks, or the availability or cost of its professional or general liability insurance.

...

§ 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. In the event that the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may effect the performance of the Architect's service, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of services on the Project until the Owner retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

§ 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~~ dispute or if the information in whatever form comes into the public domain. 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.

...

Phase I shall be provided for a Lump Sum Fee of Forty-Five Thousand Two Hundred (\$45,200.00) plus reimbursables estimated at Two Thousand Eight Hundred (\$2,800.00).

...

Phase I Alternate shall be provided for a Lump Sum fee of Fifteen Thousand Six Hundred (\$15,600.00) plus reimbursables estimated at Two Hundred (\$200.00).

...

Phase IV shall be provided for a Lump Sum Fee of Four Thousand Two Hundred (\$4,200.00) / month plus reimbursables not to exceed Eight Hundred (\$800.00)/month.

...

Phase IV Alternate shall be provided for a Lump Sum fee of Eight Thousand Six Hundred Sixty (\$8,660.00)/Month plus reimbursables not to exceed Eight Hundred (\$800.00)/month.

...

(Phase II and Phase III to be a combined percentage of the Guaranteed Maximum Price (GMP) of the Owners Construction Manager. The percentage shall be Five Point Nine Nine (5.99) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

See Section § 11.1 for Fees.

Compensation for an agreed upon service shall be a negotiated lump sum fee or shall be based on published hourly rates of the firm(s) staff requested plus associated reimbursable expenses. See Exhibit 'C' - Hourly Rates, attached.

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent~~ (Fifteen percent (15 %), or as follows:

Only Phase I is included at this time. Future Phases may be added at a later date at the rates noted in Exhibit ‘B’ RFP Response dated 4/27/2023, and as noted in Section 11.1.1 and 11.1.2.

...

Schematic Design Phase	<u>Twenty Five</u>	percent (<u>25</u>)	%)
Design Development Phase	<u>Twenty Five</u>	percent (<u>25</u>)	%)
Construction Documents Phase	<u>Twenty Five</u>	percent (<u>25</u>)	%)
Construction Phase	<u>Twenty Five</u>	percent (<u>25</u>)	%)

See Exhibit 'C' - Hourly Rates, attached.

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.1 ~~Transportation~~ Transportation, mileage at IRS rate and authorized out-of-town travel and subsistence;

...

.7 Renderings, physical models, mock-ups, computer generated animation, professional photography, and presentation materials requested by the ~~Owner or required for the Project~~, Owner;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ~~percent~~ (~~Ten percent (10 %) of the expenses incurred.~~

Not applicable.

...

§ 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 ~~(\$Zero (\$ 0)~~ 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.

...

§ 11.10.2.1 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 ~~(Thirty- One (31)~~ 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.

...

~~%1.5 %~~ monthly or legal prevailing rate per annum.

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§ 11.10.2.3.1 Pursuant to Minnesota Statute 16B.06, subdivision 4, the Architect agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of this Contractor and involve transactions relating to this Agreement

...

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

...

§ 12.1.1 Dispute Resolution: Any claims, disputes, or other matters in question between the parties to this

...

Agreement, arising of or relating to this Agreement, shall first be resolved between the parties. If any claims,

...

disputes or other matters cannot be resolved between the parties, the parties shall attempt resolution through a

...

certified mediator, as recognized by the Minnesota State Bar Association.

...

§ 12.1.2 Limitation of Liability

...

§ 12.1.2.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Architect and Architect's officers, directors, employees, agents, and consultants to Owner and anyone claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Architect's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach or warranty shall not exceed the total compensation received by Architect under this Agreement, or the total amount of \$250,000, whichever is greater.

...

§ 12.1.3.1 To the fullest extent permitted by law the Architect shall indemnify and hold harmless the County and its officers, employees and directors from and against damages, losses and expenses, including but not limited to

...

reasonable attorney's fees arising out of or resulting from performance of the services under this Contract, provided

...

that such damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or

...

destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or

...

omissions of the Architect, a subcontractor, anyone employed by them or anyone for whose negligent acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of

...

indemnity that would otherwise exist as to a party or person described in this Contract. In no event shall the

...

indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for

...

professional negligence would be barred by any applicable statute of repose or statute of limitations.

...

§ 12.1.3.2 Architect agrees, that in order to protect itself and the County under the indemnity provisions set forth

...

herein, it shall at all times during the term of the Contract keep in force policies of insurances indicated in paragraph titled "INSURANCE".

...

§ 12.1.3.3 This provision is not intended to create any cause of action in favor of any third party against the

...

Architect or the County or to enlarge any way the Architect's liability, but it is solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Architect's or the

...

Architect's agents performance hereunder.

...

§ 12.2 LEED

PAGE 28

§ 12.2.1 The LEED Green Building Rating System or similar environmental guideline ("LEED") utilizes certain design, construction and usage criteria in order to promote environmentally friendly building. The Owner acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond the control of the Architect, including, but not limited to, the Owner's use, operation and maintenance of the completed project. In addressing LEED, the Architect shall perform its services in a manner consistent with that degree of skill and care ordinarily exercised by design professionals performing similar services in the same locality, and under the same or similar circumstances and conditions. The Architect will use reasonable care consistent with the foregoing standard in interpreting LEED and designing in accordance with LEED. However, the Architect does not warrant or represent that the Project will actually achieve LEED certification or realize any particular energy savings. The Architect shall not be responsible for any environmental or energy issues arising out of the Owner's use and operation of the completed project.

...

(Insert the date of the E203-2013 incorporated into this agreement.)

...

[-] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

...
[-X] Other Exhibits incorporated into this Agreement:
...

...
Exhibit 'A' – Beltrami County Request for Proposal for Architectural

...
Design Services Issued April 5, 2023.

...
Exhibit 'B' - Klein McCarthy Architects Response to Request for proposal dated April, 27, 2023

...
Exhibit 'C' – Hourly Rates

...
Exhibit 'D' Reimbursable Expenses

...
Certificate of Insurance – Auto, General Commercial, Errors & Omissions and Umbrella Liability

...
Certificate of Insurance – Workers Compensation

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Richard Anderson, County Board Chair

Scott W. Fettig, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:36:35 ET on 05/22/2023 under Order No. 2114330455 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



REQUEST FOR PROPOSAL:

FOR ARCHITECTURAL DESIGN SERVICES
for the Beltrami County Jail

Issued - April 5, 2023

Responses due
by 4:00 pm CDT on April 27, 2023

I. Overview

Construction Engineers Inc (CEI) acting as the Beltrami County Jail Project Consultant is seeking proposals from architectural firms to provide services for the concept development and possible design of the Beltrami County Jail. This work follows an already completed Jail Needs Assessment and Feasibility study done in Beltrami County in 2022. The County intends to hire an architectural firm to develop ideas and concepts for a new Jail facility. If later approved, the County may elect to retain the same architectural firm to create design and construction documents for the construction of the same facility concept approved by the County Board. Specific tasks to be performed are itemized in the following paragraphs titled "Scope of Work to be Performed". An electronic proposal and twelve (12) hard copies, inclusive of all requested information and supporting documents, should be submitted to Beltrami County Jail Project Consultant Ben Matson of CEI electronically in one document (preferably a PDF document) at: benm@constructionengineers.com and through US mail at: Construction Engineers Inc., 208 4th Street NW, Bemidji, MN 56601. Proposals will be received until 4:00 P.M. Central Daylight Time on April 27, 2023. All costs incurred by proposing firms are to be borne by the proposing firm.

II. Background

The existing Beltrami County Jail was built in 1989 and is operated by the Beltrami County Sheriff's Office in Bemidji, Minnesota. The jail has design and operational limitations that have resulted in constrained capacity. Moreover, due to increased average length of stay, increased court processing times, county population growth and other factors, the jail's population is projected to continue increasing. The current state of the Beltrami County Jail does not allow for detox, staging areas (new intake space), proper classification and recreation, booking area, and separation per Minnesota standards, nor the correct number of cells per classification. Not to mention the infrastructure has been patched, replaced, and most items are on back order due to the age of the product that needs to be fixed. In 2019, the Minnesota Department of Corrections (DOC) and Beltrami County agreed to begin a process to methodically address the future needs of the Beltrami County Jail.

On August 24, 2022, Beltrami County Commissioners received the Detention Center Needs Assessment from Justice Planners, LLC. The assessment evaluated 7 options to meet the projected jail inmate bedspace needs for Beltrami County over the next 30 years including the total cost of each option. Justice Planners recommended that the County move forward with the option to build a new jail as it reduces the number of inmates housed out of the county, addresses the health, safety, and cultural needs of the inmate population, and provides needed training space for staff and programming.

The current plan is to construct an approximate 242-bed jail. The design will be purposely planned for the projected number of inmates, the types of inmates that would be housed and required services based upon their risks and needs, the desired operational philosophy, the desired housing unit sizes and configurations, and have program spaces that meet the educational and cultural needs of all inmates. The facility should incorporate a design that accomplishes the least staffing required at the needed square footage. Design should incorporate all necessary information technology and court related technologies to minimize the transportation needs to and from the County Courthouse.

Beltrami County will continue to work together with the DOC to ensure the project is designed to meet our current inmate housing population needs as well as the projected needs for years to come. We have worked diligently to include all regional stakeholders in the planning process and will continue to do so moving forward.

A webpage has been created by Beltrami County which will provide all interested parties access to numerous documents, studies, meeting minutes, presentations and other pertinent information related to the Jail Project. Responders are encouraged to visit the webpage at https://www.co.beltrami.mn.us/Departments/Law%20enforcement/Jail_Project.html to gather information and provide educated responses to this RFP.

III. Scope of Work to be Performed

Scope of Services: Shall include all architectural and engineering services relating to the site analysis and selection, predesign, design and construction of this new building. The A&E firm(s) may also coordinate a post construction training process to span approximately eleven (11) months commencing on substantial completion of the construction.

The County will be responsible for site surveys, soil testing, environmental testing, providing access to the proposed site and making existing project drawings, reports, studies, and specifications available to the selected architect/engineer firm.

This project will have four defined phases as follows: (Each phase requires separately written approval, and no phases are guaranteed work for the responder. At this time Beltrami County will be hiring a firm to complete Phase I of the Scope of Services. Successful completion of Phase I does not guarantee that the successful responder will be hired to complete subsequent phases of the scope.)

Phase I: Predesign including site review and evaluation, space programming, concept block diagrams, A/E design narratives, community education documents, renderings, space planning and project construction cost estimation through coordination with the County's Project Manager.

Phase 1 Alternative: If approved, Phase I will include creation of a Minnesota State Pre-Design package for submission to the State to be included in a Bonding Package.

Phase II: Schematic design, design development, construction documents, bid specifications, code review with local jurisdictions and bidding oversight. In addition, provide recommendations and guidance related to the re-use or removal of the existing jail facility and/or modifications to the Courts Building access. This project will likely require close coordination with a construction manager during this Phase.

Phase III: Project construction administration, commissioning and project close-out.

Phase IV: Development of Policies, Procedures and Training documents for the operation of the newly constructed facility.

Project Schedule: The County expects Phase I of the project to be completed within 4 to 6 months of the award date for this RFP. Phases II and III, when authorized, are estimated to be completed within 24 to 36 months. Post construction commissioning, if authorized, is estimated at 11 months. Completion dates are subject to change pending delays in approvals and/or project funding.

The Responder, with the Responder's own forces, or through joint ventures or subcontractors, shall perform all work to enable the County to achieve the objectives described in the Scope of Services.

IV. Minimum Qualifications

1. Qualifications of Responder. Responder must be an Architect/Engineer licensed and registered in the State of Minnesota and must provide evidence of previous, similar construction projects. Required job experience will be:
 - A. Demonstrated jail space planning and design experience and an understanding of the current MN DOC design standards.
 - B. Demonstrated experience with jail security systems.
 - C. Local, state, or federal governmental project experience.

- D. Demonstrated predesign/design of facilities to accomplish the least staff intensive facility within the floorplan.
- E. High performance and energy efficient building envelope and mechanical systems projects.
- F. Low maintenance and long-life cycle design and construction projects.
- G. Demonstrated experience with Construction Manager Projects.
- H. Demonstrated ability to meet project budget, schedule, and a proven history of reducing expenditures through value engineering and/or methods.

2. Beltrami County may make such investigations as deemed necessary to determine the ability of the Responder to perform the work, and the Responder shall furnish to Beltrami County all such information and data for this purpose as Beltrami County may request.

V. Proposal Content

Submittals shall not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses shall be in the same order as the selection and evaluation procedures outlined herein. Each submittal should contain:

A. **Tab 1 Executive Summary (Limit response to two (2) pages)**

Provide a letter stating your interest in providing the requested services. Provide a brief overview of the firms' history and organization that includes the name of the firms' contact person, address, telephone, and email address.

List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner.

B. **Tab 2 Project Approach (35 points assigned, limit response to eight (8) pages)**

Since this project is focusing on concept design with an option to later provide design and construction documents, describe how your firm proposes to implement and manage the design process, as a whole.

Proposers should provide a description of the process to accomplish the following steps towards eventual project completion, as well as proposed negotiated fee structure(s) to include a percentage breakdown for the following phases of the project:

- i. Schematic Design
- ii. Design Development
- iii. Construction Documents
- iv. Construction Administration

C. **Tab 3 Experience and Adequacy of Personnel (45 points assigned, limit response to eight (8) pages)**

Identify any current jail projects underway and three (3) jail design and remodel projects completed within the past five (5) years. Illustrate the experience of the firm and the current proposed staff as related to the desired jail planning and construction design services. The objective is to evaluate the past performance and effectiveness of the same team proposed to engage in the work in Beltrami County.

- i. For each project please provide:
 - a. Name and location of the project and the project staff member involved in the project;
 - b. Final size and cost of the project and the original project budget;
 - c. The client's project manager's name, address, phone number and email address;
 - d. Project start date; the date the project was completed or is anticipated to be completed.
 - e. The originally scheduled start dates and originally scheduled completion dates.
 - f. The nature of the firm's responsibility on the project;
 - g. List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights;
 - h. List of any time extensions created by item g above.

- ii. Provide an organizational chart of the team highlighting the key individuals who will work on this project throughout the contract.

- iii. Provide brief resumes of the firm's key personnel to be assigned to the project including, but not limited to, the items in the list below. Proposer and any key personnel or sub-contractor identified shall be licensed and certified through the Minnesota Board of Architects, Engineers, Land Surveying, Landscape Architecture, Geoscience, and Interior Design (AELSLAGID) in accordance with Minnesota Statute §§ 326.02-326.15 and Minnesota Administrative Rule Chapter 1800. (One (1) page maximum per resume, does not count in (8) eight-page limit)
 - a. Name and current position held by the person
 - b. Title and project assignment
 - c. Experience:
 - (1) Types of projects
 - (2) Size of projects (dollar value of project)
 - (3) Description of their specific project involvement

- iv. Identify any sub-consultants that may be involved throughout the duration of the agreement. Specifically identify any sub-consultants intended to be used in the area of:
 - a. Mechanical Engineering
 - b. Electrical Engineering
 - c. Structural Engineer
 - d. Civil Engineering
 - e. Food Service Consultant
 - f. Detention Security Consultant
 - g. Corrections Policy and Procedure Consultant
 - h. Other disciplines that may be employed on the project

For each sub-consultant identified please provide:

- i. A brief description of their experience outlining their qualifications to perform the intended services
- ii. A brief resume for each key personnel that will be assigned to perform the intended services (one page maximum per resume, does not count in (8) eight-page limit)

D. Tab 4 Insurance (Limit response to one (1) pages)

Proposer shall maintain and provide upon request at its sole expense a valid policy of insurance covering general liability, auto liability professional liability, arising from the acts or omissions of the Provider, its agent(s) and employees as well as workers compensation in the following amounts:

Line of Insurance	Current Minimum Limits Required
General Liability	\$2M per occurrence/\$2M annual aggregate
Auto Liability	\$2M combined single limit
Professional Liability	\$2M per claim/\$2M annual aggregate
Workers' Compensation	\$100,000/\$500,000/\$100,000

E. Tab 5 Interaction with Governmental Regulatory Agencies (5 points assigned, limit response to two (2) pages)

Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications shall highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations, and other related activities. Demonstrate the firm's knowledge of the permitting process through regulatory agencies, including, but not limited to the Minnesota Department of Corrections, and/or regulatory agencies from states other than Minnesota that preside and govern over jail facilities and any authority having jurisdiction over a local jail, if applicable. (Limit response to two (2) pages)

F. Tab 6 Effective Completion of Projects (10 points assigned, limit response to two (2) pages)

Describe the firms' current and future projected workload. Describe specifically the availability of proposed project personnel and the firms' daily ability to handle each aspect of the scope of services described herein. Describe how the proposed project personnel shall manage the project schedule and project budget.

G. Tab 7 References (5 points assigned, limit response to three (3) pages)

Identify the names and contact information for personnel that will be participating in interviews, if selected as a finalist for interview.

Identify the names and contact information for four (4) references for which the firm's key personnel as identified in Tab 3 above have designed or been involved in the types of projects outlined in this RFQ. Include up to two (2) letters of recommendation from your references. References shall not be employees or have any monetary interest in the Proposer's firm.

H. Tab 8 Fees (Limit response to two (2) pages)

1. Provide a Lump Sum fee for the completion of Phase I (Pre-Design) of the Scope of Work to be Performed. Clarify how any reimbursable costs will be handled and provide an estimate for reimbursable costs.
2. Provide a separate Alternate Lump Sum fee for the completion of Phase I Alternate (MN State Pre-Design) of the Scope of Work to be Performed. Clarify how any reimbursable costs will be handled and provide an estimate for reimbursable costs.

3. Provide a proposed fee for the completion of Phase II of the Scope of Work to be Performed. Provide clarification as to what disciplines and design services are included in the fee. Additionally, clarify any services which are not included in the fee. Utilize the table from Paragraph 4.1.1 Supplemental Services of AIA Document B101-2017 Standard Form of Agreement between Owner and Architect as a guideline. Clarify how any reimbursable costs will be handled and provide an estimate for reimbursable costs.
4. Provide a proposed fee and scope of work related to the development of the Policies, Procedures and Training documents needed to operate the newly constructed facility.

I. Tab 9 Appendix A two (2) pages

Complete and sign Appendix A, included in this RFP.

VI. Submission of Proposals

All proposals must be received no later than the deadline stated in the Anticipated Timeline and Contact Information section. Submissions must be made via email and hard copies to the identified contact person by the stated deadline. Proposals become the property of the County upon submission. All costs for developing proposals and attending presentations and/or interviews are entirely the responsibility of the proposer and shall not be chargeable to the County. Only one proposal from an individual, firm, partnership, corporation, or combination thereof, will be considered for this assignment.

VII. Evaluation Process

All proposals will be reviewed to determine if they contain all the required submittals specified in this RFP. Those not submitting all required information in the prescribed format may be rejected.

Beltrami County may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and by submitting a response to this RFP solicitation, the proposer acknowledges that Beltrami County may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work. Proposer shall furnish to Beltrami County all such information and data for this purpose as Beltrami County may request.

Proposals will be evaluated in accordance with criteria established consistent with the non-exhaustive factors for determining best value as listed in Minnesota Statute §§ 16C.28, Subd. 1b. and 471.345, Subd. 3a and Administrative Rule 1230.0800.

All written submittals will be reviewed by a selection committee. The committee will select up to three (3) finalists scoring Tabs 2 – 7 of the submissions according to the weighted values denoted above. The committee may then interview the finalists or choose the preferred provider, negotiate a contract, and make a recommendation to the Beltrami County Board of Commissioners for approval. The Beltrami County Board of Commissioners shall make the final decision on the selection of the firm to provide services. Should negotiations with the number one ranked provider fail to result in a contract acceptable to Beltrami County appointed authorities, then Beltrami County reserves the right to negotiate with the second and third ranked firms for a project contract.

The successful firm will be expected to execute AIA Document B101-2017 Standard Form of Agreement between Owner and Architect with anticipated modifications including but not limited to Addendum A to this RFP (Attached) and any other Addendums required by the Beltrami County Board of Commissioners. The use of AIA Documents and the ability to modify AIA documents should be anticipated as a requirement of the contract.

VIII. Anticipated Timeline and Contact Information

<u>Schedule</u>	<u>Dates</u>
RFP Issued	April 5, 2023
Deadline for Responder Questions	April 17, 2023
County Response to Questions	April 19, 2023
RFP Responses Due 4:00 p.m. CDT	April 27, 2023
Evaluations	Week of May 1, 2023
Candidate Interviews (if necessary)	Week of May 15, 2023
Contract Negotiation	Weeks of May 22-29, 2023
Board Approval	June 6, 2023
Begin Services	June 7, 2023

Note: Schedule subject to change.

Architectural Services RFP Contact Information:

Name: Beltrami County Jail Project Consultant Ben Matson
Email: benm@constructionengineers.com
Mail: Construction Engineers, Inc. 208 4th St NW, Bemidji, MN 56601
Phone: 701-792-3215

IX. Submission Process

Deadline

To be considered for selection, hard copies of qualifications must be received at the above listed address and via e-mail in Adobe Acrobat format: benm@constructionengineers.com **until 4:00 P.M. Central Daylight Time on April 27, 2023.** Please name your file and include in the subject line of your correspondence: "Beltrami County Architectural Services - Name of Responder." An email confirmation will be sent confirming receipt of the proposal.

Withdrawal

A proposal may be withdrawn any time prior to the deadline by written notification signed by the individual applicant or authorized agent of the firm and received at: benm@constructionengineers.com no later than the deadline of 4:00 p.m. CDT, April 27, 2023. Please reference the "Beltrami County Architectural Services - Name of Responder" in your communications. An email confirmation will be sent confirming withdrawal of the proposal. The proposal may be resubmitted with any modifications no later than the deadline. Modifications offered in any other manner will not be considered.

Questions

To clarify any issues in this RFP, the County will respond only to questions that are presented in writing via e-mail to Beltrami County Jail Project Consultant Ben Matson: benm@constructionengineers.com. All questions should be submitted to the County by 4:00 p.m. CDT, April 17, 2023. Please reference the "Beltrami County Architectural Services- Name of Responder" in your communications. These questions will be consolidated into a single Q&A document and responded to by the County on, or about, April 19, 2023, to all proposers without indicating the source of the inquiry.

X. General Conditions

Freedom of Information Act Disclosure

All materials submitted in response to the RFP become the property of Beltrami County. Proposals remain confidential during the selection process. However, upon completion of the selection process, all responses, including that of the individual, vendor or firm selected, will be a matter of public information and will be open to public inspection in accordance with the state of Minnesota Freedom of Information Act (FOIA). If, in response to this RFP, trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business responding to this RFP, such claim must be clearly made, and such information must be clearly identified. Responses to this RFP with every page marked as proprietary, privileged or confidential will not satisfy this requirement. Bidders are required to make a good faith attempt to properly identify only those portions of the response that are truly furnished under a claim that they are proprietary, privileged or confidential and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business responding to this RFP.

Redacted Version of RFP Response

In the event the Responder believes certain materials in the submitted response are exempt from public disclosure in accordance with language contained in the FOIA Disclosure section above, responders are asked to provide a redacted version of the response it believes will be suitable for release under the Minnesota Freedom of Information Act, Minnesota Data Practices Act and/or the Minnesota Open Meetings Act. However, any claim of privilege from disclosure is not definitive. The County has the right and legal obligation to determine whether such information is exempt from disclosure under the Minnesota Freedom of Information Act, Minnesota Data Practices Act and/or the Minnesota Open Meetings Act and no information will be considered or determined by the County to be proprietary, privileged or confidential unless it is identified and separated as indicated herein.

Ordinary Course of Business Communications Allowed

Other than existing normal business matters, respondents, potential respondents, or their representatives should not contact anyone at the County (including any County staff, members of the County advisory committees and members of the County Board) other than the listed RFP contact. In addition, respondents must not discuss this RFP with any employee of the County, trustee of the County, custodian, managers, legal counsel, or other advisors or persons/entities having contracts or other affiliations with the County.

Rights Reserved

The County reserves the right to amend any segment of the RFP prior to the announcement of a selected vendor/contractor. In such an event, all respondents will be afforded the opportunity to revise their proposals to accommodate the RFP amendment. The County reserves the right to award or reject any proposal in the best interest of the County. The County may request additional information from any or all bidders to assist in the evaluation of proposals, and the County reserves the right to conduct background investigations of selected individuals or firms prior to awarding a contract under this RFP. The County reserves the right to remove any or all services from consideration for this contract. At its discretion, the County may issue a separate contract for any service or groups of services included in this RFP. The County may negotiate additional provisions to the contract awarded pursuant to this RFP. The County reserves the right to cancel the Architectural Services Contract and award the contract to the next most qualified firm if the successful firm does not begin the contracted services within thirty (30) days of contract award.

The County does not bear any obligation to complete the RFP process or to select any individual(s) or firm(s) and

is not responsible for inaccurate or omitted information. The County also reserves the right without prejudice to reject any or all proposals submitted. The County will NOT reimburse any expenses incurred in responding to this RFP.

Equal Opportunity

Beltrami County does not discriminate because of race, color, religion, creed, sex, sexual orientation, age, marital status, military status, certain unfavorable discharges from military service, political affiliation, citizenship, ancestry, national origin, physical or mental handicap or disability or any other characteristic protected by law. It is the County's intent to comply with all state, federal, and local equal employment and opportunity laws and public policies.

Terms and Conditions

Following a review of submitted materials, if requested, selected individuals or organizations must be prepared to make a presentation or otherwise participate in an in-person interview in Bemidji, MN with Beltrami County staff and Board members and/or other stakeholder members at a date and location to be determined by the County. The County will not provide reimbursement for any costs incurred by the individuals or organizations associated with this presentation. Within 5 days of the Award of a Contract pursuant to this RFP, selected individuals or firms must provide all requested documentation, including required insurance certificates and enter into a mutually agreeable contract for services.

Appendix A: Addendum to Contract

ADDENDUM TO CONTRACT

In anticipation and consideration of Beltrami County entering into a Contract for professional services, the Vendor/Contractor also agrees to the following:

- 1) The Vendor certifies that it, and/or its principals and/or proposed staff resource(s) is/are not barred from being awarded a contract or subcontract because of a conviction or admission of guilt for bribery or for bribing an officer or employee of the State of Minnesota, Beltrami County, the City of Bemidji or any other state or local government entity in that officer or employee's official capacity.
- 2) The Vendor certifies that it is not barred from contracting with Beltrami County, the City of Bemidji or the State of Minnesota because of any violation of either bid-rigging or bid rotating.
- 3) The Vendor certifies that no fees, commissions, or payments of any type have been or will be paid to any third party in connection with the contract to which this is an addendum, except as disclosed in the contract or an exhibit thereto. The Vendor shall promptly notify the County if it ever has reason to believe that this certification is no longer accurate.
- 4) To the extent governed by Minnesota Law and is applicable to the Vendor, Vendor agrees to:
 - a) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination; and
 - b) Comply with the procedures and requirements of the Minnesota Department of Human Rights' regulations concerning equal employment opportunities and affirmative action; and
 - c) Provide such information, with respect to its employees and applications for employment, and assistance as the Minnesota Department of Human Rights may reasonably request.
- 5) The Vendor, at the time of execution of the contract, shall also furnish the County with insurance certificates of adequate limits, as later indicated, to protect the Beltrami County, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the County. No subcontractor will be allowed to perform any work under this contract by the County unless such certificates are submitted to and approved by the County beforehand.
- 6) The Vendor shall maintain, for a minimum of five (5) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. Vendor shall further make all such books, records, and supporting documents related to the contract available for review and audit by the Beltrami County Auditor and by the Minnesota State Auditor and shall cooperate fully with any audit conducted by the Beltrami County Auditor and/or the Minnesota State Auditor and will further provide the Beltrami County Auditor and the Minnesota State Auditor full access to all relevant materials.
- 7) To the extent it applies to Contractor and this contract, Vendor agrees to comply with the Minnesota Prevailing Wage Law.
- 8) Vendor agrees to notify the Beltrami County Human Resources Director if it solicits or intends to solicit for

employment any of the employees of the County during the term of the contract.

- 9) Vendor understands that the County and this contract are subject to the provisions of the Minnesota Freedom of Information Act, the Minnesota Data Practices Act and the Minnesota Open Meetings Act.
- 10) The Architectural Services Request for Proposals (RFP), the Architect's response to the RFP, together with any and all contracting documents, shall be incorporated by reference into and shall become a part of the full contract.
- 11) Counterparts. This Agreement and Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The counterparts of this Agreement and Addendum may be executed and delivered by electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.
- 12) Under penalties of perjury, Vendor certifies that it has provided the correct Federal Taxpayer Identification Number to the County as part of this RFP.
- 13) Vendor is doing business as a(n) (please circle applicable entity):

Individual	Sole Proprietorship	Partnership
Corporation	Not-for-Profit Corporation	Tax Exempt Organization <i>Tax Exempt Classification:</i> _____
Real Estate Agent	Governmental Agency	_____
Trust or Estate	Other _____	

I, _____, an authorized representative of _____, have reviewed, understand and agree to the provisions contained in this Addendum for the Architectural Design Consultant, and I/we am/are prepared to include them in the final contract.

Signature

Printed Name

Title

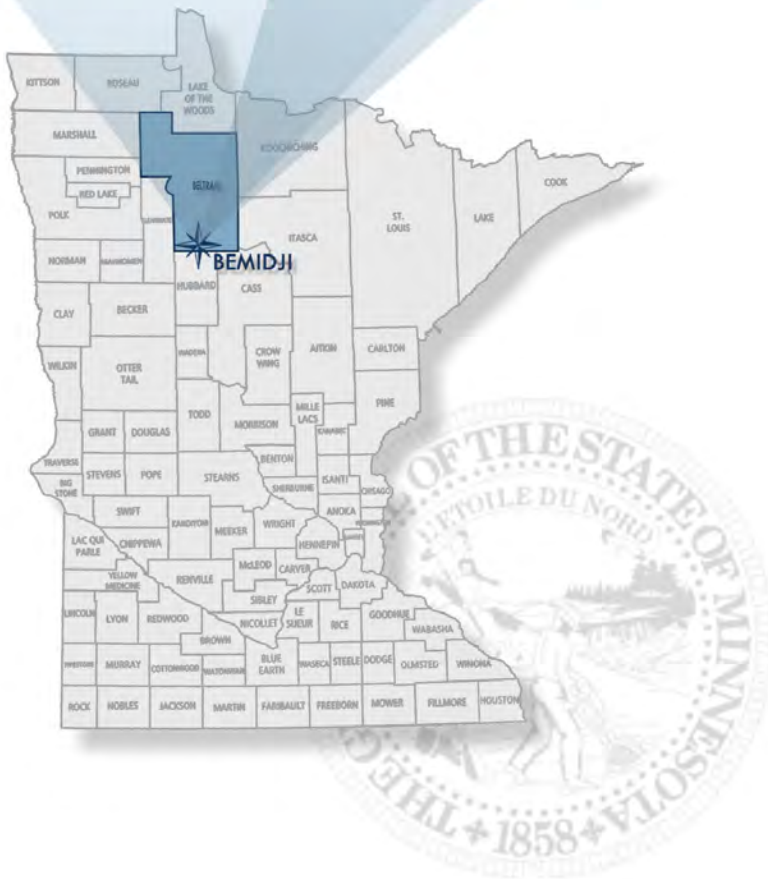
Response to
Request for Proposal
Beltrami County

*Architectural
Design Services*

Beltrami County Jail

Beltrami, MN

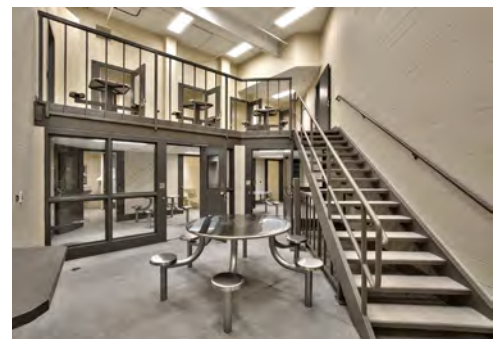
April 27, 2023



KLEIN
McCARTHY

ARCHITECTS

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9. APPENDIX 43



1. Executive Summary

April 27, 2023

Ben Matson
Beltrami County Jail Project Consultant
Construction Engineers, Inc.
208 4th Street NW
Bemidji, MN 56601

Re: Request for Proposal: Architectural Design Services

Dear Mr. Matson:

Klein McCarthy Architects (KMA) greatly appreciates the opportunity to present you with our Team's qualifications to provide professional services relating to the Architectural Design Services for the Beltrami County Jail. We are confident that [we can be the strategic partner the County needs](#) to provide an effective project that will be delivered to the County Board and to County residents in the most convenient, [efficient and cost-conscious](#) manner.

Since its founding in 1977, Klein McCarthy Architects has maintained a special focus on government and judicial facilities planning and design. We feel the keys to our success have been [our client commitment](#) and the [active, consistent involvement and leadership of senior professionals](#) from start to finish in all aspects of planning, design and construction.

In addition to our team's leadership and correctional architecture focus, we have assembled a qualified group of consulting firms that have extensive experience working with KMA on jails and justice projects throughout the Midwest. This includes Freeburg and Grund Consulting Engineers for Civil Engineering, Paulson and Clark for Structural Engineering, EDI-Dolejs Engineers for mechanical, electrical and security electronics and Rippe Associates for Food Service design. Based on the Beltrami County Jail having 23 - 37% Native American population over the last decade, we have also included Tom Weber of Just Us Services to provide assistance for Native American cultural programming and design along with his knowledge of government assistance and financing involving Native American Tribes. For Phase 4, KMA has included Chris Thoma of Elk Creek Consulting. Chris' experience as a Jail Administrator of Chisago County and his position at the Minnesota Department of Corrections inspecting jails, assisting counties during their jail designs and his direct role in developing the current draft version of the Minnesota DOC Jail Standards, will be instrumental in the development of policies, procedures and training documents for the new jail.

We understand the [importance of listening to the needs of our clients](#) and involving them in the process to help build consensus and achieve results that will support the needs of the community. We [work in a collaborative manner](#) that invites input and involvement through each step of the design process. Our team has a [proven track record](#) of assisting counties in providing correctional facilities which meet the needs of users while [respecting and adhering to budgetary goals](#).

We believe the [Klein McCarthy Architects' Team is the right strategic partner](#) to provide Beltrami County with an appropriate and lasting design for the Beltrami County Jail. Thank you for taking the time to review our proposal.

Sincerely,



Scott W. Fettig
President



1. Executive Summary

Company: Klein McCarthy & Co., Ltd.
dba Klein McCarthy Architects
Address: 6465 Wayzata Boulevard
Suite 410
St. Louis Park, MN 55426
Telephone: (952) 908-9990
Founding Date: 1977
Legal Status: S Corporation
Ownership Status: Scott Fettig, Sole Owner
Website: www.kleinmccarthy.com
Contact Person: [Scott Fettig](mailto:scott.fettig@kleinmccarthy.com)
(952) 908-9990
scott.fettig@kleinmccarthy.com



FIRM HISTORY

Klein McCarthy Architects, since its founding in 1977, has maintained a special focus on justice and government facility planning and design. One key to our success in these assignments is the [active involvement and leadership of senior professionals](#) in the firm from start to finish. This leadership carries through to all aspects of our planning, design and construction efforts.

PROFESSIONAL ORGANIZATION

[Klein McCarthy Architects' work is entirely comprised of public sector architecture, it is both our primary focus and main area of expertise.](#) Our special focus is on Detention and Justice projects with additional expertise in county and governmental architecture and planning. Our team has regional and national experience in the public sector and can bring a wealth of experience with governmental organizations of varying sizes and configurations. Our team includes recognized leaders in the fields of the specialties below:

- Detention Design
- Jail Planning, Staffing and Design
- Justice Planning and Programming
- Law Enforcement Planning, Programming and Design
- Juvenile Detention Planning and Design
- Courts and Courts Support Assessments, Planning, Programming and Design

We work as a team to utilize the individual talents of each team member. [You can expect continuity of your project team from start to finish,](#) with support staff introduced as their unique talents are required. We are committed to sustainability and conservation both in our design features and in our [efficient space planning concepts.](#) Klein McCarthy Architects uses updated technology and software advances to ensure that the most efficient methods in the industry are available to our clients. [Our commitment to client satisfaction has resulted in long-term relationships and repeat business with many clients.](#)

PENDING OR PAST LEGAL PROCEEDINGS AND JUDGEMENTS

Klein McCarthy has [no pending or past legal proceedings or judgements, or any contingent liability](#) that could adversely affect the financial position or ability to perform contractual commitments to Beltami County.

[Klein McCarthy Architects has never been involved in litigation with any client in our 46-year history.](#)



2. Project Approach

IMPLEMENTATION AND MANAGEMENT OF THE DESIGN PROCESS

Klein McCarthy Architects has provided over 400 justice studies, predesigns, and projects throughout the Midwest so our Team understands the intricacies of planning and designing an efficient, safe, and secure jail facility that will meet the needs of the community and regulatory compliance. We are accustomed to proving studies and concepts that must meet the needs of the client but also be clearly understandable and defensible to the county residents.

Even though this project is focusing on concept design with an option to later provide design and construction documents, we will follow our same methodology that has been developed over our 46 years in business. We will work directly with your current Jail Project Consultant – Construction Engineers, Inc. to support their ongoing efforts of the last year in fulfilling the goals of Beltrami County. We will listen carefully, ask questions, present the available alternatives, and clearly communicate all the information necessary to help facilitate the client’s decision making in the study and concept design and all the way through the design and construction phases.

METHODOLOGY

From the start, we follow a set of principles which ensures successful collaboration with our clients. These principles are:

- **Teamwork:** Establishment of a comprehensive planning and design team that works together to achieve common goals and develop the best outcome.
- **Availability:** The Design Team, including consultants, is available to meet regularly to keep the project on schedule and moving forward.
- **Education:** The Design Team will provide the necessary information to the client stakeholders (owners and users/occupants) so they are well informed. Well-informed counties can make decisions in a timely manner.
- **Information:** Accurate information provides stakeholders the ability to visualize the issues and needs of the facility, and the presentation of that information must be accurate, concise, and relevant.
- **Operations:** A key to concept designs is how the facility will operate. A team comprised of consultants, the architect, and stake holders analyzes how the proposed facility will be used and helps optimize a design based on that use.



2. Project Approach

- **Communication:** Good communication is critical in making sure the client and Design Team are kept informed of the extensive amount of information that occurs during design and construction. Keeping track of key topics and client direction is paramount to assure the building that is built achieves the expectations of all parties.
- **Efficiencies:** Government facilities, particularly detention and correctional institutions, can be expensive to construct and operate. We focus on our client's objectives and the appropriate **balance of construction cost and operational efficiency.**
- **Driving Forces:** The success of this project will be cost efficiency, while maintaining the security of the staff, inmates and public.



APPROACH / DESIGN PROCESS

One essential key to an effective jail project is ensuring that best practices and technology are fully considered. Our goal is to use best practices and current technologies in developing the facility to **save building square footage, construction costs and improve operational efficiency.** Accounting for these practices and technologies may also result in staff reductions, as efficiencies can be created by **focusing on operations-based planning.** Below are some of the strategies the Klein McCarthy team will utilize in relation to Best Practices and Technology that we believe will be valuable to Beltrami County in the development of this project.



JUSTICE SYSTEM BEST PRACTICES

Klein McCarthy Architects believes that there are certain 'best practices' that should be reviewed with the client and incorporated into every planning, design and constructed project. Unfortunately, many of these items are taken for granted or missed by many architects and planners. Our experience with the Justice System keeps us attuned to always incorporate these best practices. Some of these can be included in planning and design at little or no cost increase and as such just make **good sense in Justice System planning.**



Some examples of categories of Best Practices we will address are:

- Operations-Based Facility Design
- Expandability
- Modular Construction
- Circulation Zones for Public, Staff and Inmates

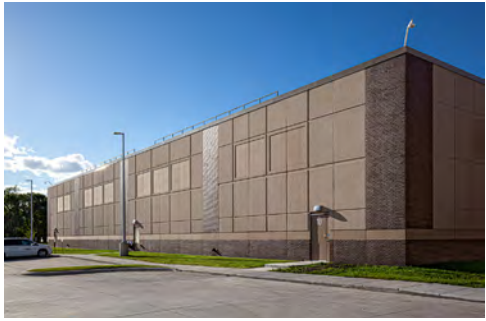
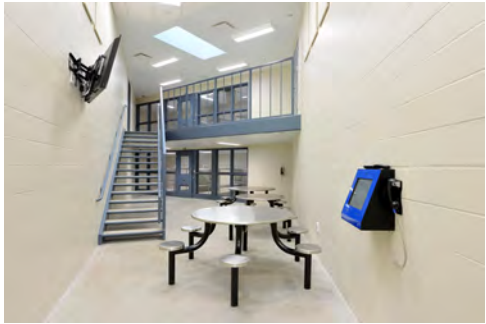


2. Project Approach

Operations Based Facility Design

Because the long-term staffing and operational costs of a jail building over its useful life far exceed the initial construction cost, it is critical that the building design addresses the need for efficiency of operations. Components of this approach are evidenced in all of KMA's work, and include:

- A compact building organization with **good sight lines**, to maximize the ability of staff to communicate, circulate, and observe resident activity, as well as for energy efficiency and **reduced construction cost**.
- Direct and indirect supervision management approaches, to maximize the permitted resident-to-staff ratio under established operational rules, combined with adequate facilities and procedures for classification of new intakes.
- A centrally located secure control station, to directly observe special management housing, for back-up of direct supervision staff and to enable staffing reductions during night shifts.
- A fully integrated security management system combining movement control, intercom and paging, duress alarms, video surveillance, and watch tour recording.
- Decentralized programs and services, such as counseling, recreation, food service and visiting, to **minimize movement of inmates**.
- Adequate separation of special management inmates, to reduce the impact of disruptive behavior on the rest of the population.
- Acoustic control in resident living and activity spaces, for **reducing stress and increasing staff effectiveness**.



Expandability

In all planning and design exercises we consider the possibility of future expansion. Even if future expansion appears to be unlikely, we endeavor to make sure to consider the ramifications of designing for expandability through external additions, horizontal connections, vertical additions, and internal expansion or reconfiguration. In some cases we will consider the possibility of shelled space that can be finished for future use. Each type of expansion has design and cost considerations that should be accounted for in the earliest planning stages.

2. Project Approach

Modular Construction

Planning for the use of modular elements that can be assembled off-site and installed on-site is one **effective way of adding value**, especially to correctional facilities. We are familiar with the use and planning implications of modular cells including steel and precast concrete panels and modules. Precast concrete panels for exterior and interior walls and repetitive building elements have been an effective strategy we have utilized in the past to **minimize initial construction costs**. While being sensitive to the character of the surrounding buildings, we have effectively used many modular elements in the past to **speed construction and save costs** without compromising space or quality.

Circulation Zones for Public, Staff and Inmates

A key function in proper security and accessibility in all aspects of the justice system is **separation of public and private circulation**. In a correctional setting, providing logical, intuitive and functional circulation zones is the most challenging and important planning task. We bring extensive experience to the planning of successful circulation in judicial and correctional settings.

TECHNOLOGY

The Klein McCarthy Team appreciates the importance of technology in the modern judicial system environment. **Technology has the capacity to improve communications and process efficiency** enabling staff to do more with less. However, it also creates an expectation of expanded services as more information becomes common through web-based applications. Balancing the possibility of enhanced operations with a realistic sense of both implementation and financial feasibility is an important challenge.

The Klein McCarthy team has recent and relevant experience using and implementing a variety of justice system technologies.



2. Project Approach

Security Electronics

From a central location, at the touch of a screen, modern facilities can control the operations of doors, access controls, intercom and paging audio systems, duress alarms, utilities, cameras, intercoms, closed circuit television systems, perimeter security, video visitation, and many other functions. By integrating these into a single system, modern corrections facilities can be made highly efficient. Many of these same technologies are also applied on a lesser scale to secure governmental and courts facilities.

These systems are engineered to enhance security, improve staff efficiency and help **reduce labor requirements**. The small physical size occupied by these systems provides planning flexibility by saving counter / desk space. This allows for smaller control rooms in correctional settings, providing better views to inmate areas, and ultimately saving on staffing and construction costs. Many of these systems are non-proprietary, simple to use, and easily installed and serviced by local vendors, ultimately **saving the County time and money**.

Video Technology

Advances in software has recently made **Video Visitation and Video Arraignment important features to consider in Justice Planning**. Video Conferencing, Distance Education and Tele-Medicine have also become important topics to consider.

Video Visitation allows inmates to converse with visitors without leaving the secured area. Inmates communicate with visitors who are using stations outside the secured area. These stations are controlled by a central operator and all conversations can be monitored and / or interrupted at any time. Ensuring inmates never leave the secured areas and visitors never enter those secure areas has significant staffing and security benefits.

IP-based Video Visitation is a more advanced system allowing for additional controls and configuration within the environment of a video visitation system. Facilities are able to import policies, restrictions, quotas, housing units, time blocks and visitation center schedules in order to automatically manage the use of the system. These can be integrated with other security electronics functions such as access systems to ensure use is authorized. The use of IP-based systems also allows for connection to the internet including internet scheduling. All of these features free staff to focus on other more productive tasks, **improving efficiency** and ultimately reducing staffing requirements.



2. Project Approach

This specific technology is an excellent example of the types of value that a good working knowledge of Technology and Best Practices can bring to the planning process. Utilizing [Video Visitation options can save labor in the transport of inmates](#) and management of the visitation areas and transportation costs to allow inmates to attend professional visits. These technologies can also reduce contraband flow saving staff time and increasing safety and security.

BALANCE INDIVIDUAL STAKEHOLDER NEEDS

Balancing individual stakeholder needs with current technology, best practices and budget restraints can be difficult. When individuals are involved, human nature is to project individual interests and focus on individual needs, sometimes without fully understanding the needs of the whole. Our experience in similar governmental settings leads us to believe we can use our expertise to successfully [guide the stakeholders to a project that balances the needs of all](#).

We have found that the best way to create balanced solutions is developing [open lines of communication](#) and providing [transparency of all information](#) gathered and presented. We have also found that by doing this in [interactive meetings](#), everyone involved is able to have a voice. When stakeholders are given a forum to discuss their goals, missions, and are allowed to question and be questioned, healthy debates ensue and ultimately [consensus building](#) occurs.

COST MANAGEMENT

On-going cost management is a challenging and critical component of any project. Clear and concise presentation of options, recommendations and solid solutions results in mutually beneficial understanding and agreement between all concerned. [We will work diligently with your Jail Project Consultant Manager to be sure we meet the County's cost expectations.](#)



2. Project Approach - Sustainable Design

SUSTAINABLE DESIGN

With energy and environmental concerns a hot button issue for many clients, we believe in **integrating sustainable design initiatives into every project as part of our best practices**. Our design philosophy is to explore every energy saving and sustainable option that has no cost impact as part of our typical design process. We are also experienced in achieving LEED certification as Blue Earth County was the first jail/justice project to achieve a LEED Silver designation.

- **On-Site Storm Water Management:** Manage storm water impact of site and structures in a manner that lessens impact on the existing storm water system.
- **Light Pollution Management:** Select exterior light fixtures that produce appropriate light levels without contributing to light pollution. Where possible meet LEED and 'Green Globes' criteria for light pollution reduction.
- **Low Maintenance & Indigenous Landscaping:** Select and encourage use of plant materials and landscape elements that require less maintenance and limited irrigation. Where possible use local plant species.
- **Innovative Wastewater Technologies:** Handle wastewater in a manner that lessens the impact of the facility on the municipal sanitary sewer system.
- **Water Use Reduction:** Select fixtures and promote operational procedures that reduce the overall water use load of the facility.
- **Energy & Systems Performance Benchmarks:** Set and ensure the facility Mechanical and Electrical systems ultimately meet benchmarks for efficient performance.
- **Controllability and Monitoring of Systems:** Ensure systems are specified for maximum control by facility management.
- **Storage & Collection of Recyclables:** Provide a location and work with facility to develop a procedure for the collection and storage of recyclables where possible.
- **Construction Waste Management:** Produce a plan for recycle and /or reuse of construction waste.
- **Regional Materials Utilization:** Where possible specify materials locally produced to promote the local economy and reduce shipping cost and environmental impact.
- **Low Emitting Materials Selection:** Where possible specify materials with Low or No VOC emissions to promote a healthy air quality environment.
- **Daylight Capture & Maximization:** Where possible capture and use daylight to reduce reliance on artificially produced heat and light to increase energy efficiency.



2. Project Approach

PROCESS TOWARDS PROJECT COMPLETION

Phase 1: Predesign

- Site review and evaluation with the Committee to add to the work already performed to narrow the preferred site(s).
- Space programming to determine the spaces, sizes and quantities based on the Jail Needs Assessment that determined the need for a 242-bed jail.
- Concept block diagrams to illustrate the space program on the preferred site(s) to evaluate the operational efficiency including staffing planning. Location of the jail to have the site plan development that will allow for long-term use of the jail and any other services that may be located on the site.
- Develop an exterior design image for the selected concept to be developed.
- Develop A/E design narratives identifying materials and major structural and M&E systems.
- Develop community education documents for use in community meetings, direct mailings, and county website.
- Assistance to the County's Project Manager as they develop the cost estimate including Owner's soft costs.

Phase 1: Alternative: Predesign

- Creation of the Minnesota State Predesign Report for submission to the State to be included in a Bonding Package.
- Determination of B-3 requirements for the Predesign.

Phase 2: Schematic Design, Design Development, Construction Documents and Bidding/Negotiation

- Provide architectural, interior design, engineering, program verification, project management, digital/virtual design renderings of ideas, and ongoing community/county engagement commencing with schematic design and culminating with the project bidding.
- Fee structure based on Section 8 Fee percentages of the Cost of the Project and broken into phase percentages:
 - Schematic Design: 25% of total Phase 2 and Phase 3 fees
 - Design Development: 25% of total Phase 2 and Phase 3 fees
 - Construction Documents: 25% of total Phase 2 and Phase 3 fees
 - Bidding/Negotiation: 3% of total Phase 2 and Phase 3 fees

Phase 3: Construction Administration, Commissioning and Project Close-Out

- Provide construction administration services through building occupancy, commissioning and culminating with project completion/closeout.
- Fee structure based on Section 8 Fee percentages of the Cost of the Project and broken into phase percentages:
 - Construction Administration: 22% of total Phase 2 and Phase 3 fees
 - Commissioning: Lump Sum fee

Phase 4: Development of Policies, Procedures, and Training documents

- Elk Creek Consulting will provide the transition team with guidance, advice, and suggestions regarding the development of policies and procedures to ensure compliance with Minnesota Department of Corrections Standards and County operational philosophy. This will include document review and unlimited telephone consultation during business hours. Elk Creek Consulting will provide one (1) monthly onsite visit with the transition team to assist with the development and testing of training documents and scenarios based on draft procedures.
- See Fees - Section 8 for Alternative HONI services.

3. Experience - Current Jail - Itasca County Jail and Courts



Project Location: Grand Rapids, MN
Design Team: Scott Fetting - KMA
Danielle Reid - KMA
Erik Daniels - KMA
Ryan Weber - KMA
J.P. Gille - Paulson & Clark
Troy Such - Paulson & Clark
Jay Hruby - EDI-Dolejs
Steve Schreurs - EDI-Dolejs
John Dunne - Rippe Associates
Project Size: 156,346sf
Construction Cost: \$54.9M
Budget: \$61.4M
Change Orders: \$204,530 to date
Time Extensions: None to date

Project Manager: Lucas Thompson
Jail Administrator - Itasca County
440 1st Avenue NE
Grand Rapids, MN 55744
218-327-2875
lucas.thompson@co.itasca.mn.us

Project Start Date:
April 16, 2019
Project Completion Date:
November 2024

Firm Responsibility:
KMA - Architectural
Paulson & Clark - Structural
Edi-Dolejs - Mech. / Elec. / Sec. Elect.
Rippe Associates - Food Service

This new 3-story building will be located prominently on the corner of Highway 2 and Highway 169. It consists of a new state of the art, 194 bed Jail and 4 courtrooms stacked directly above the jail, along with supporting functions.

3. Experience - Current Jail - Carlton County Justice Center



Project Location: Carlton, MN
Design Team: Scott Fettig - KMA
Danielle Reid - KMA
Erik Daniels - KMA
Ryan Weber - KMA
Troy Such - Paulson & Clark
Jay Hruby - EDI-Dolejs
Steve Schreurs - EDI-Dolejs
John Dunne - Rippe Associates
Project Size: 112,000 sf
Construction Cost (Original GMP):
\$65.84M
Construction Cost (Revised GMP):
\$66.62M

Unforeseen Conditions Change
Orders: \$98,220 to date
Errors & Omissions: \$11,890 to date
Time Extensions: None to date



Project Manager: Paul Coughlin
Jail Administrator - Carlton County
Carlton County Sheriff's Office
317 Walnut Street
P.O. Box 530, Carlton MN, 55718
218-384-9537
Paul.Coughlin@co.carlton.mn.us

Project Start Date:
October 13, 2021
Project Completion Date:
August 23, 2024 (est.)

Firm Responsibility:
KMA - Architectural
BKBM - Civil
Paulson & Clark - Structural
Edi-Dolejs - Mech. / Elec. / Sec. Elect.
Rippe Associates - Food Service

The Justice Center includes a 96-Bed Jail, Sheriff's Office with Dispatch, and Courts including the County Attorney, Public Defender and Probations.



3. Experience - Current Jail - Rice County Public Safety Center



Project Location: Faribault, MN

Design Team: Scott Fettig - KMA

Danielle Reid - KMA

Troy Such - Paulson & Clark

Jay Hruby - EDI-Dolejs

Steve Schreurs - EDI-Dolejs

John Dunne - Rippe Associates

Project Size: 83,407sf

Construction Cost: \$41.7M

Budget: \$41M

Change Orders: \$317,874 to date

Time Extensions: None to date

Project Manager: Matthew Verdick

Director of Parks and Facilities

320 NW 3rd Street

Faribault, MN 55021

507-332-6105

matthew.verdick@ricecountymn.gov

Project Start Date:

June 2, 2021

Project Completion Date:

September 2024

Firm Responsibility:

KMA - Architectural

BKBM - Civil

Paulson & Clark - Structural

Edi-Dolejs - Mech. / Elec. / Sec. Elect.

Rippe Associates - Food Service

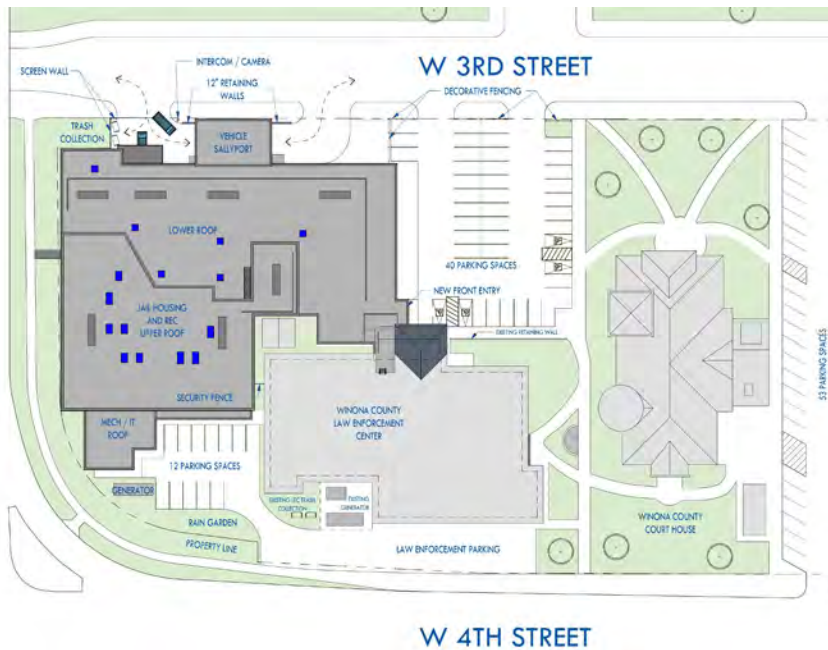


The Rice County Public Safety Center will be located on a 100+ acre remote site and will include a 76-Bed Jail and Sheriff's Office. The Jail includes 8 housing units with 13 classifications plus 2 additional housing units at intake. Support services include food service, laundry, inmate programs and medical.

3. Experience - Current Jail - Winona County Jail



Project Location: Winona, MN
Design Team: Scott Fettig - KMA
Danielle Reid - KMA
Ryan Weber - KMA
Troy Such - Paulson & Clark
Jay Hruby - EDI-Dolejs
Steve Schreurs - EDI-Dolejs
John Dunne - Rippe Associates
Project Size: 42,750 sf
Construction/ GMP Cost: \$25M
Budget: \$25.4M
Change Orders: \$489,951 to date
Time Extensions: 3 Months for Permit



Project Manager: Steve Buswell
Jail Administrator - Winona County
202 West Third Street
Winona, MN 55987
507-457-6377
SBuswell@co.winona.mn.us

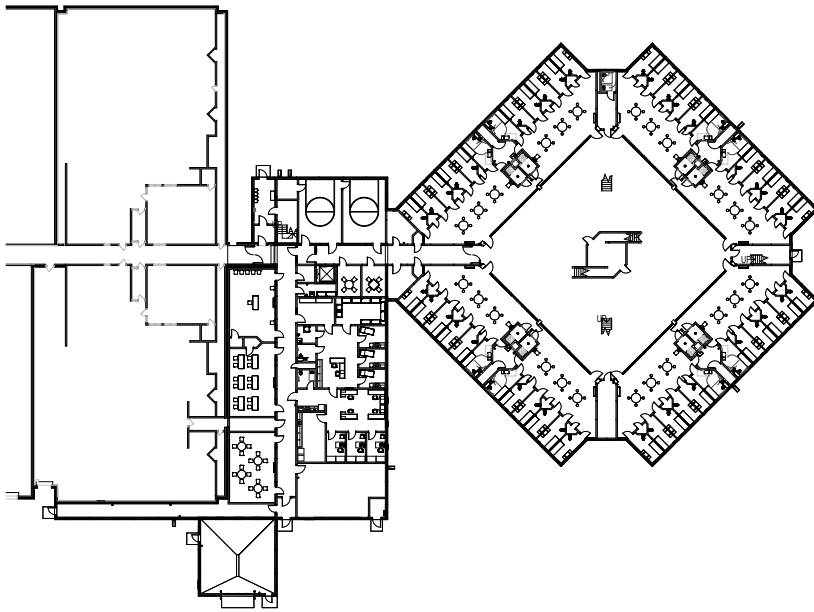
Project Start Date:
June 7, 2020
Project Completion Date:
June 2023
Firm Responsibility:
KMA - Architectural
BKBM - Civil
Paulson & Clark - Structural
Edi-Dolejs - Mech. / Elec. / Sec. Elect.
Rippe Associates - Food Service

This new 80 bed jail will include dedicated mental health housing with numerous counseling and multi-purpose rooms. The intake and release area includes a separate three cell housing unit, work release processing and locker rooms, scanning area and decontamination accommodations.

3. Experience - Current Jail - Cass County Jail Housing Expansion



Project Location: Fargo, ND
Design Team: Scott Fetting - KMA
Danielle Reid - KMA
Troy Such - Paulson & Clark
Project Size: 58,807 sf
Construction Cost: \$29M
Budget: \$33M
Change Orders: \$0 to date
Time Extensions: None



Project Manager: Andrew Frobig
Jail Administrator - Cass County
450 34th Street S.
Fargo, ND 58103
701-271-2958
frobiga@casscountynd.gov

Project Start Date:
October 11, 2022
Project Completion Date:
April 2025

Firm Responsibility:
KMA - Architectural
Houston Engineering - Civil
Paulson & Clark - Structural
Prairie Engineering - Mech. / Elec. /
Sec. Elect.



KleinMcCarthyArchitectswasawarded the project to design and construct the housing addition after completing the study. The addition will provide the facility with 192 additional beds with 16 new classifications. Along with housing, this project includes a medical suite, programs, maintenance garage, property storage, and facility storage. The program spaces include multi-purpose rooms, counseling rooms, and recreation rooms. Phased construction will start in April 2023 and go until April 2025.

3. Experience - Completed Jail - Clay County Jail



Location: Moorhead, MN

Design Team: Scott Fettig - KMA

Danielle Reid - KMA

Ryan Weber - KMA

Troy Such - Paulson & Clark

Jay Hruby - EDI-Dolejs

Steve Schreurs - EDI-Dolejs

John Dunne - Rippe Associates

Project Size: 75,900 sf

Construction Cost: \$29.5M

Budget: \$29.8M

Change Orders: \$293,877 to date

Time Extensions: 3 Months

Project Manager: Julie Savat

Contact: Steve Larson

County Administrator - Clay County

3510 12th Avenue S.

Moorhead, MN 56560

218-299-5002

Steve.Larson@co.clay.mn.us



Project Start Date:

August 11, 2015

Project Completion Date:

March 9, 2020

Firm Responsibility:

KMA - Architectural

Paulson & Clark - Structural

Edi-Dolejs - Mech. / Elec. / Sec. Elect.

Rippe Associates - Food Service



The new Clay County Jail connects to the existing stair/elevator, leading to the underground tunnel to transport securely to the Courthouse. The facility provides 208 jail beds with Intake, Programs, and support in Phase 1 followed by Phase 2 including Laundry, Food Service, Receiving, Visitation, Public Lobby and Jail Administration.

3. Experience - Completed Jail - Chisago County Law Enforcement



Project Location: Center City, MN

Design Team: Scott Fettig - KMA

Danielle Reid - KMA

J.P. Gille - Paulson & Clark

Troy Such - Paulson & Clark

Jay Hruby - EDI-Dolejs

Steve Schreurs - EDI-Dolejs

John Dunne - Rippe Associates

Project Size: 64,000 sf

Construction/ GMP Cost: \$20.5M

Budget: \$24M

Change Orders: \$46,002 inc. VE

Time Extensions: 2 months weather



Project Manager: Chris Thoma

Contact: Brandon Thyen

Sheriff - Chisago County

15230 Per Road

Center City, MN 55012

651-213-6301

Bjthyen@co.chisago.mn.us

Project Start Date:

July 1, 2015

Project Completion Date:

April 16, 2018 Building

July 25, 2018 Site



Firm Responsibility:

KMA - Architectural

Paulson & Clark - Structural

Edi-Dolejs - Mech. / Elec. / Sec. Elect.

Rippe Associates - Food Service

Chisago County commissioned Klein McCarthy Architects to design a multi-phase Jail and Law Enforcement Center project. The completed first phase constructed a communications center facilitating 911 dispatch and remote jail control. The master plan considered future government expansion needs.

3. Experience - Completed Jail - Becker County Jail



Location: Detroit Lakes, MN

Design Team: Scott Fettig - KMA

Danielle Reid - KMA

Troy Such - Paulson & Clark

Jay Hruby - EDI-Dolejs

Steve Schreurs - EDI-Dolejs

John Dunne - Rippe Associates

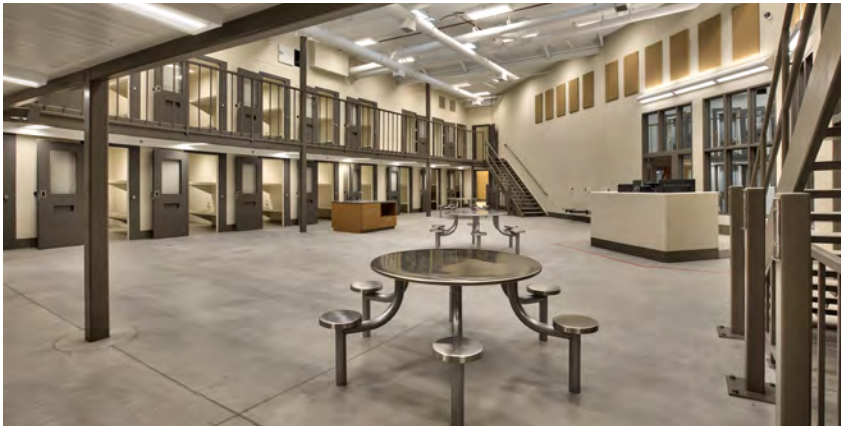
Project Size: 49,326 sf

Construction Cost: \$19.3M

Budget: \$19.8M

Change Orders: \$214,042 to date

Time Extensions: None



Project Manager: Todd Glander

Sheriff - Becker County

925 Lake Avenue

Detroit Lakes, MN 56501

218-847-2661

tdglander@co.becker.mn.us

Project Start Date:

December 13, 2016

Project Completion Date:

January 16, 2019



Firm Responsibility:

KMA - Architectural

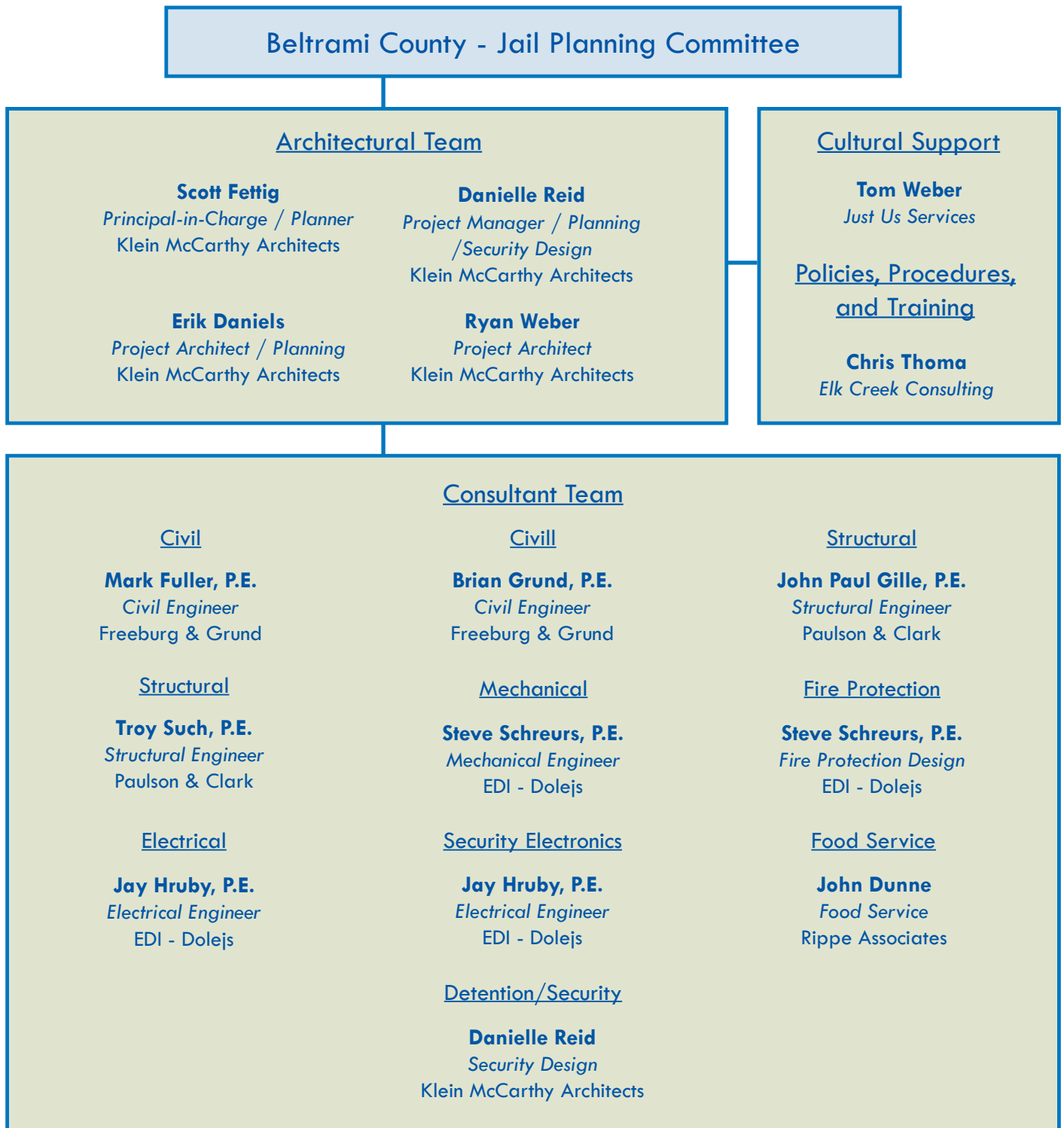
Paulson & Clark - Structural

Edi-Dolejs - Mech. / Elec. / Sec. Elect.

Rippe Associates - Food Service

Becker County Jail is a new facility located on a remote site north of Detroit Lakes. The new jail contains 186 beds and 15 classifications, including direct and indirect supervision and dormitory-style bunk rooms for work release inmates. In the interest of reducing construction time, the jail utilized tilt-up insulated precast concrete panels and modular steel cells.

3. Experience - Adequacy of Personnel



Klein McCarthy Architects and our consultants all have availability and sufficient personnel to complete the project in accordance with the project schedule.

3. Experience - Adequacy of Personnel

Scott Fettig, NCARB

Klein McCarthy Architects - 19 Years With KMA

Principal-In-Charge / Planner

Since partnering into Klein McCarthy Architects in 2004 and assuming full ownership in 2006, Scott has managed the firm based on one key principle - client service. Scott has over 34 years of architectural experience with the past 32 years focused on justice projects. He has devoted his talents to designing functional and operationally efficient justice facilities, including justice centers, jails, prisons, courthouses, law enforcement centers and social service offices.

His leadership and management experience on complex projects helps clients make informed decisions and manage their budgets effectively. The ability to bring projects in under budget, without clients sacrificing their long term goals, makes him an asset to every team. His experience managing a multi-discipline regional office for a national firm helps him bring to every project the high level of coordination needed for today's complex buildings.

Representative Project Experience (* Denotes projects utilizing CMAR/CMA)

Itasca County Justice Center* (\$54.9M)
Grand Rapids, MN

Carlton County Justice Center* (\$65.9M)
Carlton, MN

Rice County Public Safety Center*
(\$41.7M)
Faribault, MN

Winona County Jail* (\$25M)
Winona, MN

Cass County Jail Expansion* (\$33.1M)
Fargo, ND

Clay County Jail* (\$29.5M)
Moorhead, MN

Becker County Jail* (\$19.3M)
Detroit Lakes, MN

Chisago County Jail & LEC* (\$20.5M)
Center City, MN

Blue Earth County Justice Center
(\$34.8M)
Mankato, MN

Polk County Justice Center* (\$21.5M)
Crookston, MN

Douglas County Jail* (\$10.8M)
Alexandria, MN

Williams County Jail and Law Enforcement* (\$21.8M)
Williston, ND

Kanabec County Jail* (\$9.3M)
Mora, MN

Mountrail County Justice Center* (\$22M)
Stanley, ND

Rolette County Jail* (\$8M)
Rolla, ND

Barnes County Jail* (\$13.8M)
Valley City, ND



EDUCATION

Bachelor of Architecture with
Minors in Interior Design and
Business
Administration – North Dakota
State University, 1987

REGISTRATIONS

Licensed in Minnesota, North
Dakota, South Dakota, Wisconsin
and Michigan

AFFILIATIONS

NCARB Certified

American Jail Association

American Correctional Association

RECENT AWARDS

2017 - Gold Award from North
Dakota Ready-Mix & Concrete
Products Association - Williams
County Jail and LEC Addition

2010 - AIA Justice Facilities Review
- Blue Earth County Justice Center

2009 ABC - Exterior Masonry and
Precast - Kanabec County Jail

3. Experience - Adequacy of Personnel

Danielle Reid
Klein McCarthy Architects - 15 Years With KMA
Project Manager / Security Design



Danielle Reid is a planner and designer who has spent her career focused on public sector and justice architecture. Her experience taking projects from early schematic planning through construction administration has given her a practical knowledge of all aspects of the design process. Danielle has worked closely with clients and government entities throughout the region to produce successful public facilities.

Danielle's rigorous design skills and ability to efficiently coordinate consultants and technical staff make her a valuable team member. As project manager on this project she will work closely with consultants to ensure their work proceeds and meets the high standards we expect at every phase and also head up the interior planning efforts in conjunction with support staff.

Representative Project Experience (* Denotes projects utilizing CMAR/CMA)

- | | |
|---|--|
| Itasca County Justice Center* (\$54.9M)
<i>Grand Rapids, MN</i> | Blue Earth County Justice Center
(\$34.8M)
<i>Mankato, MN</i> |
| Carlton County Justice Center* (\$65.9M)
<i>Carlton, MN</i> | Polk County Justice Center* (\$21.5M)
<i>Crookston, MN</i> |
| Rice County Public Safety Center*
(\$41.7M)
<i>Faribault, MN</i> | Douglas County Jail* (\$10.8M)
<i>Alexandria, MN</i> |
| Winona County Jail* (\$25M)
<i>Winona, MN</i> | Williams County Jail and Law Enforcement* (\$21.8M)
<i>Williston, ND</i> |
| Cass County Jail Expansion* (\$33.1M)
<i>Fargo, ND</i> | Kanabec County Jail* (\$9.3M)
<i>Mora, MN</i> |
| Clay County Jail* (\$29.5M)
<i>Moorhead, MN</i> | Mountrail County Justice Center* (\$22M)
<i>Stanley, ND</i> |
| Becker County Jail* (\$19.3M)
<i>Detroit Lakes, MN</i> | Rolette County Jail* (\$8M)
<i>Rolla, ND</i> |
| Chisago County Jail & LEC* (\$20.5M)
<i>Center City, MN</i> | Barnes County Jail* (\$13.8M)
<i>Valley City, ND</i> |

EDUCATION

Bachelor of Architecture
Iowa State University

16 Years Experience

REGISTRATIONS

Licensed in MN, NCARB

RECENT AWARDS

2017 - Gold Award from North Dakota Ready-Mix & Concrete Products Association - Williams County Jail and LEC Addition

2010 - AIA Justice Facilities Review - Blue Earth County Justice Center

2009 ABC - Exterior Masonry and Precast - Kanabec County Jail

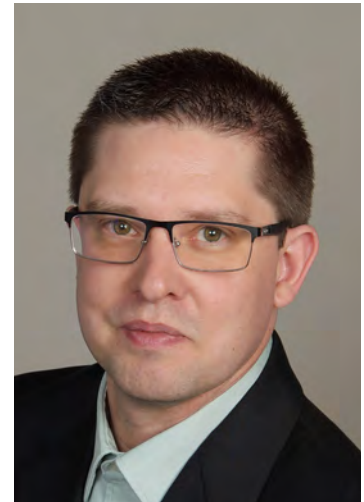
3. Experience - Adequacy of Personnel

Erik Daniels - AIA, NCARB, LEED AP BD+C

Klein McCarthy Architects - 1 Year With KMA

Project Architect / Planning

Erik Daniels has over eighteen years of industry experience specializing in government, healthcare, and military projects. He works closely with his clients, consultants, and contractors to solve the challenges during the course of planning, designing, and constructing the projects. His responsibilities include programming, schematic design, Design-Build Request for Proposals, design development, construction document development, discipline coordination, and construction administration.



Representative Project Experience (* Denotes projects utilizing CMAR/CMA)

<p>Itasca County Jail and Courts Addition and Remodel* (\$54.9M) <i>Grand Rapids, MN</i></p>	<p>Marshfield Clinic Dental and Behavioral Health Center <i>Black River Falls, WI</i></p>
<p>Carlton County Justice Center* (\$65.9M) <i>Carlton, MN</i></p>	<p>Children's Minnesota St. Paul Expansion (\$60M) <i>St. Paul, MN</i></p>
<p>Chippewa County Master Plan* (\$43.4M) <i>Montevideo, MN</i></p>	<p>Abbott Northwestern Hospital (\$40M) <i>Minneapolis, MN</i></p>
<p>Clay County Substance Use Crisis Center* (\$12.4M) <i>Moorhead, MN</i></p>	<p>Allina Health North Metro Market Plan (\$73M) <i>Coon Rapids, MN</i></p>
<p>Grant County Law Enforcement Center* (\$7.9M) <i>Elbow Lake, MN</i></p>	<p>University of Minnesota - Fairview Medical Center - Operating Suite, Emergency Department, and Vertical Expansion Master Plan <i>Minneapolis, MN</i></p>
<p>Marshfield Clinic Cancer Center (\$14M) <i>Eau Claire, WI</i></p>	<p>Aspirus Wausau Hospital Surgery Master Plan Study <i>Wausau, WI</i></p>
<p>Marshfield Clinic Wausau Hospital Expansion <i>Wausau, WI</i></p>	

** Projects in **black** completed at other firms

EDUCATION

Bachelor of Science in Architectural Studies (2001)
University of Wisconsin - Milwaukee

Master of Architecture (2003)
University of Wisconsin - Milwaukee

18 Years Experience

REGISTRATIONS

Licensed in MN

AFFILIATIONS

American Institute of Architects
National Council of Architectural Registration Board

LEED AP Building Design + Construction

3. Experience - Adequacy of Personnel

Ryan Weber

Klein McCarthy Architects - 4 1/2 Years With KMA

Project Architect

Ryan Weber joined Klein McCarthy Architects in 2018. He has been a registered Architect since 2010, with 22 years of career experience in a wide range of building types. Throughout his career he has worked on over 50 government projects including jails, courts, law enforcement centers, and other municipal building functions. As a former Chairperson of the Historic Preservation Board of Edina, MN, Ryan has illustrated team leadership, is capable of navigating municipal councils and understands board processes.



Representative Project Experience (* Denotes projects utilizing CMAR/CMa)

Itasca County Jail and Courts Addition and Remodel* (\$54.9M)
Grand Rapids, MN

Barnes County Jail* (\$13.8M)
Valley City, ND

Carlton County Justice Center* (\$65.9M)
Carlton, MN

St. Croix County Mental Health Unit* (\$4.5M)
Hudson, WI

Rice County Public Safety Center* (\$41.7M)
Faribault, MN

Clay County Joint LEC (\$13M)
Moorhead, MN

Winona County Jail* (\$25M)
Winona, MN

Waseca County Health & Human Services (\$3.6M)
Waseca, MN

Clay County Jail* (\$29.5M)
Moorhead, MN

Clay County Substance Use Crisis Center* (\$12.4M)
Moorhead, MN

Becker County Jail* (\$19.3M)
Detroit Lakes, MN

Grant County LEC* (\$7.9M)
Elbow Lake, MN

EDUCATION

Bachelor of Architecture
North Dakota State University -
1998

23 Years Experience

REGISTRATIONS

Licensed in MN, NCARB

AFFILIATIONS

Former LEED Green Associate

3. Experience - Adequacy of Personnel

Tom Weber **Just Us Services** Cultural Support

Tom Weber has over 35 years of experience in providing professional services to state, tribal and local communities seeking analysis, planning and improvements to their justice systems. His focus is to work in providing specialized and shared services regarding community-based corrections, jails, courts and law enforcement activities. He has provided these services as a contractor for the Bureau of Justice Assistance, and the Community Services, and the Jail Divisions, of the National Institute of Corrections (NIC).

In addition, Tom has provided technical assistance for justice system service areas including court management and programs, community corrections, jail policy and procedure analysis, jail operations and staffing, and the opening of new correctional facilities; alternative sentencing strategies to the use of jail, programming for jail based medical, mental health, substance abuse and social skill programs, local jail and justice system physical and operational assessments, justice system information management, and jail planning and operational impact on facility design. He has nation-wide experience in completing master plans for local community correction programs and jails.

Cultural Support

Is a provider of culturally based corrections planning for Federally Recognized Tribes in the United States. This work has been through various government contracts and direct contracting with tribes, nations, and communities across the country.

Representative Project Experience

2010 to 2012: Tribal Jail Transition and Activation. Bureau of Prisons, National Institute of Corrections, Bureau of Justice Assistance and Bureau of Indian Affairs Technical Resource Provider.	2014: Offender Re-entry Program Design and Implementation.
2009 to 2012: Planning Alternatives & Correctional Institutions For Indian Country (PACIFIC).	2017: Ho-Chunk Nation, Juvenile Justice Planning Projects, (Black River Falls, Wisconsin)
2009 to 2012: Constructing Correctional Facilities on Tribal Lands (CCFTL).	2010 thru 2018: Comprehensive Master Planning
2009 thru 2015: Supported Jail Planning	2015 and 2018: Yurok Tribe (Klamath, California)
	2018: Ho-Chunk Nation Courts (Black River Falls, Wisconsin)



EDUCATION

Bachelor of Science Degree Social Work Major, Sociology; Minor, with concentration in Criminal Justice
University of Wisconsin - La Crosse

Graduate Studies: Universities of Wisconsin, Green Bay and La Crosse, and Gundersen Lutheran Hospital of La Crosse, Cooperative Education Program

CERTIFICATIONS

College level instructor in criminal justice and corrections.

Restorative Justice Practices and Principles, Community Conferencing, Cognitive Intervention Strategies, numerous Offender Risk and Needs Screening and Assessment Instruments, Transition and Activation of Secure Institutions, and Courthouse Security.

GRANT EVALUATOR AND WRITING

Annually contracted grant review panelist for the Bureau of Justice Assistance, the Office of Juvenile Justice and Delinquency Prevention, and the Substance Abuse and Mental Health Service Administration. He has also assisted jurisdictions in the development of their own grant proposals and conducted many grant program and compliance evaluations across the nation, on justice related programs.

3. Experience - Adequacy of Personnel

Chris Thoma

Elk Creek Consulting

Policies, Procedures and Training

Chris Thoma is a multi-talented consultant successful in leading teams and devising strategic plans for diverse client needs. Proficient in operational design and standards compliance. Highly effective at maintaining tight schedules.

Skills:

- Project Leadership
- Technology Implementation
- Operational Design
- Strategic Development

Representative Project Experience:

Rice County Public Safety Center
Faribault, MN
Providing review and guidance on operations policies and procedures while working with the County Transition Team.

Representative Project Experience with MN Department of Corrections:

Chisago County Public Safety Center
Center City, MN
Project includes a multi-phase Jail and Law Enforcement Center project. The Sheriff's Department includes administrative offices, patrol offices, investigations and evidence storage. The jail plan provides 125 beds, inmate services, intake/release and jail administration sized for growth.

Winona County Jail
Winona, MN
Project includes a new 80-Bed jail with a dispatch center which serves as master control to the jail. The jail will include dedicated mental health housing with normalized cell furnishings, multi-purpose rooms for counseling and a programs area with recreation and two classrooms.

Carlton County Justice Center
Carlton, MN
Project includes a new 96-Bed jail. The facility provides multiple inmate classifications including a special health unit and Regional Female Offender Program with additional program spaces to be shared by male and female inmates.

Rice County Public Safety Center
Faribault, MN
Project includes a new 76-Bed jail and Sheriff's office. The Jail includes 8 housing units with 13 classifications, plus 2 additional housing units at Intake.



EDUCATION

Bachelor of Science Corrections
Winona State University - 1994

Materials Quality Specialist
Combat Engineer
US Army - 397th Eng. Bn.
(1988 - 1996)

*Projects in Blue conducted with Klein McCarthy Architects

3. Experience - Adequacy of Personnel

Mark Fuller

Freeburg and Grund Consulting Engineers

Civil Engineer

As a Civil Engineer for Freeberg & Grund, Mark serves as a project engineer on civil improvement projects for various municipalities, levels of government and private citizens. Mr. Fuller has supervised projects and contracts for projects worth \$4.6 million dollars or more. His communication skills have proven to be invaluable in directing personnel to ensure deadlines are met and projects are completed according to plans. Mr. Fuller is able to monitor, update and successfully meet construction schedules and finish at or under budget. He is capable of sequencing work to maintain existing operations. Mark has the ability to manage and coordinate simultaneous client deliverables, schedules, projects and associated tasks in a deadline-oriented environment. He is skilled in project budgeting and cost analysis with excellent background and estimating. Mr. Fuller is knowledgeable in project development and management in the design of sites, buildings, utilities and roadways. He is able to nurture and build strong client relationships with open, effective communication.

Mark has over 14 years of experience in scoping, preliminary planning, design, management and closeout of grading, drainage, roadway and utility projects. The projects include public infrastructure, Federal and State sponsored projects, multi-modal transportation, private developments and interaction from concept through being put into service. Mark is focused on ensuring project timing and cost goals are met or exceeded. Coordination with and accommodation of all entities, interested parties, stakeholders, adjacent landowners and users as well as contractors and subcontractors has become a cornerstone of Mark's involvement in any project.



EDUCATION

Bachelor of Science, Civil Engineering
North Dakota State University - 2008

REGISTRATIONS

Professional Engineer - MN

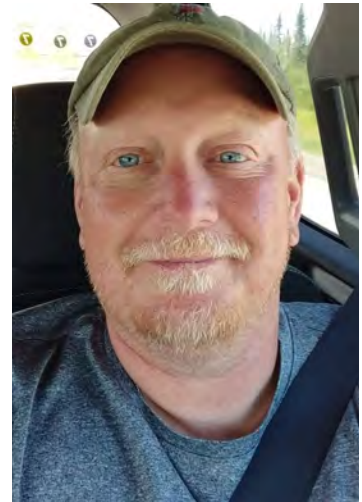
Representative Project Experience

Mountain View Meadows Streets and Utilities Bemidji, MN	TH 11 Baudette /MnDOT Baudette, MN
Beach Lane Access Beltrami County, MN	Aspen Ave Reconstruction Northern Township, MN
Northwest Baudette Streets and Utilities 2017 & 2018 Baudette, MN	Beltrami Demo Landfill Final Cover Beltrami County, MN
Town Hall Rd Reconstruction Northern Township, MN	Forest Park Streets and Utilities Bemidji, MN
Paul Bunyan Trail/Clausen Ave Bemidji, MN	Whiting Rd Reconstruction Northern Township, MN

3. Experience - Adequacy of Personnel

Brian Grund
Freeburg and Grund Consulting Engineers
Civil Engineer

Brian is a licensed professional engineer with over thirty years of project experience including all elements of capital improvement planning, project development, surveying, design and construction related to infrastructure development including city streets, highways, water (treatment, storage and distribution), sanitary sewer (collection, pumping and treatment), land use planning and site design, storm water (collection, treatment and management), recreational facility development and environmental services related to land development.



Representative Project Experience

Polk County Law Enforcement Center*
Crookston, MN

Wilken County Law Enforcement Center*
Breckenridge, MN

Hubbard County Law Enforcement
Center
Park Rapids, MN

Beltrami County Law Enforcement Center
Bemidji, MN

Roseau County Law Enforcement
Center
Roseau, MN

EDUCATION

Bachelor of Science, Civil
Engineering
University of Cincinnati- 1991

REGISTRATIONS

Professional Engineer - MN

*Projects in Blue conducted with Klein McCarthy Architects

3. Experience - Adequacy of Personnel

John Paul Gille, PE
Paulson & Clark Engineering
Senior Structural Engineer



Mr. Gille has been actively engaged in the field of structural engineering since 1987. His structural experience includes the design of buildings & other structures using: structural steel; conventional, precast, & post-tensioned concrete; masonry; & wood. Mr. Gille specializes in the management of multi-discipline engineering projects, including significant educational, housing, institutional & medical projects.

Representative Project Experience

- | | |
|--|--|
| Houston County Justice Center (\$13.5M)
<i>Caledonia, MN</i> | Pope County Jail Addition & Remodeling (\$2.5M)
<i>Glenwood, MN</i> |
| Cass County Jail Intake Expansion and Remodeling (\$5.1M)
<i>Fargo, ND</i> | Itasca County Government Center, Jail, & Courts Addition
<i>Grand Rapids, MN</i> |
| Clay County Jail (\$29.5M)
<i>Moorhead, MN</i> | Minnesota Correctional Facilities
<i>Lino Lakes/Shakopee, MN</i> |
| Clay County Law Enforcement Center (\$13M)
<i>Moorhead, MN</i> | Minnesota Correctional Facilities, Red Wing 96-Bed Pre-Design
<i>Red Wing, MN</i> |
| Itasca County Justice Center (\$55.4M)
<i>Grand Rapids, MN</i> | Olmsted County Law Enforcement Center
<i>Rochester, MN</i> |
| Chisago County Jail & Law Enforcement Center (\$20.5M)
<i>Center City, MN</i> | Stillwater Armory Repurposing
Pre-Design Study
<i>Stillwater, MN</i> |

EDUCATION

Bachelor of Civil Engineering
Metropolitan State University (Denver)

REGISTRATION

WI, MN, CO, IA, NE, ND, OH, OK

AFFILIATIONS

American Council of Engineering Companies

Council of American Structural Engineers

National Council of Structural Engineering Associations

*Projects in **Blue** conducted with Klein McCarthy Architects

3. Experience - Adequacy of Personnel

Troy Such, PE
Paulson & Clark Engineering
Senior Structural Engineer



Troy has been engaged in structural engineering since 1997. He has extensive building design experience using traditional and composite structural steel framing systems; precast & post-tensioned concrete; & masonry. Mr. Such is noted for his expertise in computer-aided modeling software, and has extensive experience on commercial, industrial, medical, religious, hospitality, housing, educational, & public projects.

Representative Project Experience

**Cass County Jail Intake
Expansion and Remodeling**
(\$5.1M)
Fargo, ND

Clay County Jail (\$29.5M)
Moorhead, MN

Clay County Law Enforcement Center
(\$13M)
Moorhead, MN

Itasca County Justice Center
(\$55.4M)
Grand Rapids, MN

Carlton County Justice Center
(\$68.9M est.)
Carlton, MN

Winona County Jail
(\$25M)
Winona, MN

**Chisago County Jail & Law
Enforcement Center (\$20.5M)**
Center City, MN

Becker County Jail (\$19.3M)
Detroit Lakes, MN

Clay County Substance Use Crisis Center
(\$12.5M)
Moorhead, MN

Chanhassen Taxpayer Service Center
Chanhassen, MN

Chaska License Center Addition
Chaska, MN

Maple Grove Public Works
Maple Grove, MN

Metro Square Office Building Renovation
St. Paul, MN

**Riverwood Healthcare Center - MRI/
Radiology Addition**
Aitkin, MN

EDUCATION

Bachelor of Civil Engineering
North Dakota State University

REGISTRATION

MN

AFFILIATIONS

American Council of Engineering
Companies

National Council of Structural
Engineering Associations

*Projects in Blue conducted with Klein McCarthy Architects

3. Experience - Adequacy of Personnel

Steven Schreurs, PE, LEED AP

EDI-Dolejs, Inc. Consulting Engineers

Mechanical Engineer / Fire Protection Engineer

Steve has over 35 years' experience in mechanical system design and commissioning for commercial, industrial, institutional and electric power plant facilities. This experience includes feasibility, system design, environmental permitting, plans, specifications, public bidding, construction management, equipment startup, system commissioning and project closeout. Notable projects include public works, parks, schools, libraries, historic buildings, health care, laboratories, law enforcement, water and wastewater facilities, diesel electric generating plants, fuel oil storage systems, commercial and industrial energy audits and facility assessments.



Representative Project Experience

Chippewa County Masterplanning
(\$43.4M)
Montevideo, MN

Winona County Jail (\$25M)
Winona, MN

Rice County Public Safety Center
(\$41.7M)
Faribault, MN

Itasca County Jail and Courts (\$55.4M)
Grand Rapids, MN

Carlton County Justice Center
(\$68.9M.)
Carlton, MN

St. Croix County Mental Health Unit (\$4.5M)
Hudson, WI

Clay County Jail (\$29.5M)
Moorhead, MN

Clay County Joint Law Enforcement Center (\$13M)
Moorhead, MN

Douglas County Courts Holding & Law Enforcement Center (\$1.5M)
Alexandria, MN

Chisago County Emergency Communications Center (\$1.5M)
Center City, MN

Chisago County Jail & Law Enforcement Center (\$20.5M)
Center City, MN

Pope County Government Center
Glenwood, MN

Faribault County Law Enforcement Center
Blue Earth, MN

Beltrami County Jail Fire Protection Design
Beltrami, MN

Becker County Jail (\$19.3M)
Detroit Lakes, MN

EDUCATION

Bachelor of Mechanical Engineering
University of Minnesota

Bachelor of Science - Energy Systems
Evergreen State College

REGISTRATIONS

MN, IL, OH, MT, WI, IA, MI, NE, WA, WY

AFFILIATIONS

American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE): Past President of the Minnesota Chapter

U.S. Green Building Council (USGBC): Past Chair of the Minnesota Chapter Membership Committee

Society of Fire Protection Engineers, Minnesota Chapter

*Projects in Blue conducted with Klein McCarthy Architects



3. Experience - Adequacy of Personnel

Jay Hruby, PE

EDI-Dolejs, Inc. Consulting Engineers

Electrical Engineer / Security Electronics

Jay has committed a large percentage of his electrical engineering career to the promotion of energy conservation and sustainability within his designs of historical, educational, correctional, institutional and commercial buildings. Nearly all of Jay's recent projects have incorporated technologies that allow the buildings to exceed current energy code. Jay has teamed with utilities, environmental groups and energy conservation organizations to provide the Owner with a sustainable building that meets performance goals. Jay has been involved in forensic engineering and commissioning of an array of electrical and communication systems.



Representative Project Experience

Chippewa County Masterplanning
(\$43.4M)
Montevideo, MN

Winona County Jail (\$25M)
Winona, MN

Rice County Public Safety Center
(\$41.7M)
Faribault, MN

Itasca County Justice Center
(\$55.4M)
Grand Rapids, MN

Carlton County Justice Center
(\$68.9M)
Carlton, MN

St. Croix County Jail Mental Health Unit (\$4.5M)
Hudson, WI

Chisago County Jail & LEC
(\$20.5M)
Center City, MN

Becker County Jail (\$19.3M)
Detroit Lakes, MN

Clay County Jail (\$29.5M)
Moorhead, MN

Houston County Justice Center (\$13.5M)
Caledonia, MN

Clay County Joint Law Enforcement Center (\$13M)
Moorhead, MN

Douglas County Jail (\$10.8M)
Alexandria, MN

Stevens County Justice Facility
Morris, MN

Kanabec County Jail
Mora, MN

Lyon County Jail Expansion
Marshall, MN

EDUCATION

Bachelor of Science in Electrical Engineering
University of North Dakota

Master of Business Administration
University of St. Thomas

REGISTRATIONS

MN, IA, WI, SD, MT, MI

AFFILIATIONS

Institute of Electric and Electronics Engineers (IEEE)

Firm Membership in Consulting Engineering Council of Minnesota

Firm Membership in the U.S. Green Building Council (USGBC)

Firm Membership in the Building Commissioning Association

National Fire Protection Association (NFPA)

*Projects in **Blue** conducted with Klein McCarthy Architects

3. Experience - Adequacy of Personnel

John Dunne
Rippe Associates
Senior Project Manager



John has worked in foodservice facilities planning since 1990. During this time, he has worked on numerous projects for corrections, corporate, education and healthcare. John is responsible for coordinating work with architects and engineers, managing project schedules, overseeing preparation of the drawings, and following projects from design through construction to final inspection. John's attention to detail is a quality appreciated by many architects and owners who request to work with him.

Representative Project Experience

Winona County Jail (\$25M)
Winona, MN

Mountrail County Justice Center (\$22M)
Stanley, ND

Rice County Public Safety Center (\$41.7M)
Faribault, MN

Becker County Jail (\$19.3M)
Detroit Lakes, MN

Itasca County Justice Center (\$54.9M)
Grand Rapids, MN

Clay County Jail (\$29.5M)
Moorhead, MN

Carlton County Justice Center (\$65.9M.)
Carlton, MN

Aitkin County Jail
Aitkin, MN

Barnes County Jail (\$13.8M)
Valley City, ND

Barron County Justice Center
Barron, WI

Clay County Jail (\$29.5M)
Moorhead, MN

Cass County Jail
Fargo, ND

Chisago County Jail & LEC (\$20.5M)
Center City, MN

Fort Berthold Justice Center
New Town, ND

Rolette County Jail (\$8M)
Rolla, ND

Hennepin County Adult Detention Center
Minneapolis, MN

Meeker County Law Enforcement Center
Litchfield, MN

EDUCATION

Associate of Arts in Architectural Drafting
Hennepin Technical College

Associate of Arts
Minneapolis Community College

*Projects in Blue conducted with Klein McCarthy Architects

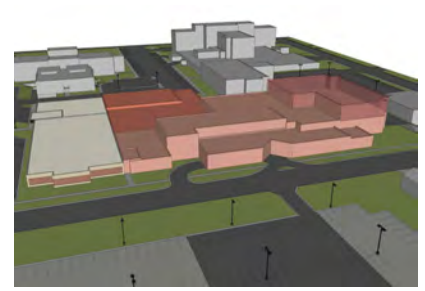


4. Insurance

Klein McCarthy Architects shall maintain and provide upon request at its sole expense a valid policy of insurance covering general liability, auto liability, professional liability, arising from the acts or omissions of the Provider, its agent(s) and employees as well as workers compensation in the following amounts:

Line of Insurance	Current Minimum Limits Required
General Liability	\$2M per occurrence/\$2M annual aggregate
Auto Liability	\$2M combined single limit
Professional Liability	\$2M per claim/\$2M annual aggregate
Workers' Compensation	\$100,000/\$500,000/\$100,000

Klein McCarthy Architects has never had an insurance claim beyond the normal auto claim for a windshield or auto accident. **We have never had an insurance claim for any errors or omissions for our projects.** We have also never been part of any litigation with a client, either a claim against the client or a clients claim against us. We take great pride in standing behind our work if a situation arises and we work diligently with our clients to professionally resolve any issues. That **constant communication and teamwork is part of our culture and is evident in all we do.**



5. Interaction with Government Regulatory Agencies

EXPERIENCE WITH MINNESOTA REGULATORY AND BUILDING CODE AGENCIES

Our design team understands the intricacies of planning a State-licensed jail facility as they have many special detailed requirements to follow. In addition to the Department of Corrections (DOC), the facility will be reviewed by the Minnesota Department of Labor and Industry (DOLI), Minnesota Department of Health (MDH), City Planning and Zoning, and Water Management and Pollution Control agencies.

Klein McCarthy's standard practice involves these agencies early in the design process to minimize changes during construction. Timely review eliminates surprises and enables the agencies to become familiar with the County's intentions.

The design team has ample experience in submitting contract documents for agency review. Klein McCarthy creates detailed code and security drawing sheets to aid in agency review. The drawings identify all the regulatory requirements and demonstrates how the design meets them. Each agency has their own set of forms to fill out and submission processes and most agencies will only review final signed construction documents. Submissions will be sent at the same time they are out for bidding to get them in the queue. The early review process provides agencies with advanced awareness and will assist in expediting the review. Submissions will be sent to the following agencies:

- MN Department of Labor and Industry for building code review, energy code review and plumbing review.
- MN Department of Health for kitchen review.
- MN Department of Corrections for security and jail review.
- MN Pollution Control Agency for storm water management review.
- City of Bemidji for construction permitting.

Once the agency reviews the documents, we will receive approval letters or a detailed explanation outlining any variations. The design team will create a response to address each item accordingly. After all agencies have approved the design, construction shall commence.



5. Interaction with Government Regulatory Agencies

PERMITTING APPROACH

KMA strives to **meet periodically with all agencies that are going to be involved** with the document review and approval process. That allows us to ask our questions early and factor the clarifications into the bid documents. It also allows the approval agencies to ask us questions and become more familiar with us and with the facility design. This is critical as this may be the only jail that some will see in their career. This introduction and educational process has proven very beneficial in **getting faster approvals with less agency comments**.

EXPERIENCE WITH MINNESOTA DEPARTMENT OF CORRECTIONS

Klein McCarthy Architects (KMA) has strived to work closely with the MN DOC by informing them of our masterplanning and project designs as work progresses. We stress including the DOC early in the space programming as that is a great time for the County and KMA to gain insight into how the operational procedures and layouts will affect the jail staffing. We continue to include the DOC during design and make ourselves available to review the project at key milestones.

This level of participation is not undertaken by other planners and architects which we believe to be detrimental to overall project goals and schedules. KMA strives to solve potential issues during design meetings rather than during construction when issues become far more costly and time consuming. We avoid the surprises early so that the final inspection by the DOC goes smoothly and the remodeled/new facility opens on time and is not delayed due to construction issues.

KMA has also been working closely with the MN DOC in developing and editing the upcoming 2900 Standards for the Construction of New Correctional Facilities. Over the last 10 years, Scott Fettig of KMA, has attended meetings with the DOC (including Jail Administrators, Engineers and Construction Managers) as new standards have been developed. This insight provides us the knowledge regarding facility design requirements to be able to Master Plan appropriately and avert design or construction issues that will not meet the newest rules. This close relationship allows us to submit for variances, alternative design, and material methods, and get a DOC review in a timely manner.



6. Effective Completion of Projects

CURRENT WORKLOAD

Klein McCarthy Architects currently has the following projects ongoing, and we have included the design or construction phase and completion dates for each.

<u>Project Name</u>	<u>Current Phase</u>	<u>Completion Date</u>
MCF Rush City Programming/Education Space Predesign	Predesign	May 2023
Clay County DMV Predesign	Predesign	July 2023
Gogebic County Jail and Sheriff's Office Predesign	Predesign	July 2023
Walsh County, ND Regional Jail	Predesign	August 2023
Kandiyohi County Program Remodeling	Construction Admin	July 2023
Winona County Jail	Construction Admin	July 2023
Arrowhead Juvenile Detention – Cell Door	Construction Admin	August 2023
BCA Security Gate Replacement	Schematic	November 2023
Rice County Govt. Services / Courthouse Renovation	Construction Docs	January 2024
Itasca County Jail and Courthouse – Phase 1	Construction Admin	January 2024
Hennepin County JDC Ceiling Replacement	Schematic	March 2024
Grant County Law Enforcement Center	Construction Admin	April 2024
Clay County Substance Use Crisis Center	Construction Admin	June 2024
Rice County Public Safety Center	Construction Admin	July 2024
Carlton County Justice Center	Construction Admin	August 2024
Itasca County Jail and Courthouse – Phase 2	Construction Admin	November 2024
Cass County Jail Housing Addition	Construction Admin	April 2025

PROJECTED WORKLOAD

Klein McCarthy Architects currently has been given a notice to proceed while our contract is negotiated or is currently working on a study or predesign with the anticipation that the County will continue with our services upon their Predesign approval:

- BCA Unfinished Space Predesign (Predesign only)
- Chippewa County Family Services Facility Plan (Study only)
- Crawford County, WI Replacement Jail (Predesign – Construction Administration)
- Gogebic County Jail and Sheriff's Office (Design work if Predesign is approved)
- Clay County Dept. of Motor Vehicles (Design work if Predesign is approved)

6. Effective Completion of Projects

STAFFING

With more of our current projects starting with a Predesign and with other project work reaching completing in 2023, we are not fully utilizing all our staff currently. Therefore, we know that we will be able to add Beltrami County into our schedules. Based on our internal work projections, we feel comfortable that we can provide our services within the County's timeframe and are **ready to begin work immediately** upon a negotiated fee and executed contract.

The KMA Team has extensive experience in this project type and **our key staff for the Beltrami County Jail project all have more than 15 years of experience.** Currently **75% of our architectural and production staff are registered architects who will account for over 80% of our firm's time for this project.** This contrasts with others who utilize inexperienced and thus less expensive staff. Our consultants also utilize staff with a long history of experience within their own firms and working with KMA on similar jail projects.

Klein McCarthy Architects has the daily ability to manage each aspect of the scope of services described in the RFP. As we have described previously, we employ more experienced staff than other firms, we maintain the same staff throughout the full duration of the project, and we have multiple backups so that the schedule is maintained regardless of the circumstances, such as illness or vacations.

The use of our higher experienced staff results in better coordinated documents, which results in lower bid amounts, less addenda to the documents, less change order costs, and an overall smoother project for our clients.

PROJECT SCHEDULE

While clients' expectations and goals vary from project to project, we have developed an **efficient process** that has been used on many projects that provides an excellent starting framework. We feel that this time-tested process combined with our knowledge of similar issues, asking the critical questions, and having the experience to offer informed perspectives will provide Beltrami County with a **thorough and well-conceived project.**

We spend time with our client at the beginning of the project to review and set the schedule and to thoroughly review each proposed step of the process so that the client's timeline and expectations are achieved. However, we would **work with you to refine this as needed to tailor our services to suit your needs.**



PERSONNEL PARTICIPATING IN INTERVIEWS

The following key members of our Team are anticipated to attend the interview. Should the County wish to request any other Team member, KMA will provide them if possible.

Scott Fettig - Klein McCarthy Architects
Danielle Reid - Klein McCarthy Architects
Mark Fuller - Freeburg and Grund Consulting Engineers
Jay Hruby - EDI-Dolejs Engineers
Steve Schreurs - EDI-Dolejs Engineers
Chris Thoma - Elk Creek Consulting

REFERENCES

Klein McCarthy Architects is identifying the names and contact information for at least four (4) counties for which the firm's key personnel have **completed similar services within the past five (5) years**. References are not employees and have no monetary interest in Klein McCarthy Architects nor any sub-consultants.

Itasca County Jail and Courts Addition
Lucas Thompson
Jail Administrator
Office: (218) 327 - 0697
Cell: (218) 398 - 7559
lucas.thompson@co.itasca.mn.us

Carlton County Justice Center
Paul Coughlin
Jail Administrator / Project Manager
Office: (218) 384 - 9537
Cell: (218) 522 - 0648
paul.coughlin@co.carlton.mn.us

Rice County Public Safety Center
Matthew Verdick
Director of Parks and Facilities
Office : (507) 332 - 6105
Cell: (507) 272 - 0882

Winona County Jail
Steve Buswell
Jail Administrator
Office: (507) 457 - 6377
Cell: (507) 458 - 0119

Clay County Jail and Joint LEC
Steve Larson
County Administrator
(218) 299-5002
steve.larson@co.clay.mn.us

Chisago County Jail and LEC
Brandon Thyen
Sheriff
(651) 213-6301
Bjthyen@co.chisago.mn.us

Becker County Jail
Todd Glader
Sheriff
(218) 846-7200 Ext. 2136
tdgland@co.becker.mn.us

CLIENT REFERENCE

Carlton County Justice Center
Kelly Lake - Sheriff
"Their ability to understand and incorporate our specific needs into the project as well as make their recommendations as experts has really made us as owners confident we were listened to throughout this process."

7. Letters of Reference

Stephen Larson, County Administrator

Telephone: (218) 299-5002
Fax: (218) 299-5195



04/21/2023

Beltrami County Steering Committee
Attn: Jason Riggs, Chair
701 Minnesota Ave NW
Bemidji, MN 56601

Dear Mr. Riggs and Steer Committee Members,

It is my privilege to provide a letter of recommendation for Klein McCarthy Architects.

Klein McCarthy Architects has been providing architectural services for Clay County since 2016. In that time frame, they have helped develop over \$92 million in campus improvements including a 208-bed correctional facility, law enforcement center, resource recovery facility, substance use/withdrawal management facility and various remodel projects.

Scott Fettig and staff are unbelievably thorough. Through all levels of design, the team is focused on understanding the smallest details, leading to a quality facility and limited project change orders. Their communication is unmatched and are extremely responsive from the beginning to the end of a project. With their extensive work with government agencies, they clearly understand the importance of balancing a quality project with fiscal responsibility.

Klein McCarthy Architects has shown a high level of dedication, participated in bi-monthly project meetings, provided regular project updates, and gave periodic presentations to the Clay County Board of Commissioners. We greatly appreciate their commitment to our projects and because of their quality work and positive project experiences, Clay County has continually utilized their services.

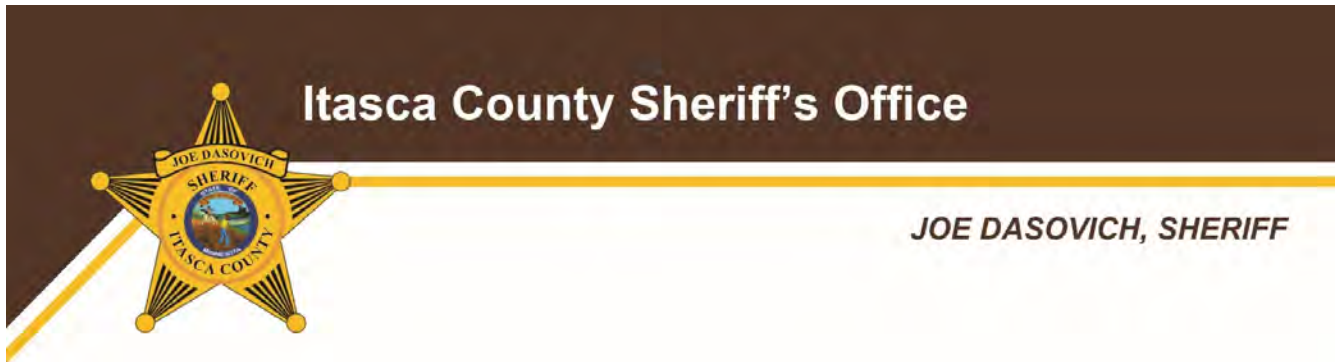
Thank you for the opportunity to share our experience with Klein McCarthy Architects and our overall satisfaction. We are confident that if selected, they will do a fantastic job for Beltrami County. I would be more than happy to answer any additional questions your committee may have.

Respectfully Submitted,

Stephen Larson
Clay County Administrator
(218) 299-5002

Clay County Government Center
3510 12th Ave S,
Moorhead, MN 56561-0280
An Equal Opportunity Employer

visit us at: claycountymn.gov



Date: 04-20-23

To: Beltrami County Administrator
Board Chair and Commissioners

From: Captain Lucas Thompson
Itasca County Jail Administrator
Jail Construction Coordinator

Subject: Letter of Recommendation

I have had the privilege of overseeing the construction of the new Itasca County Justice Complex. This project entailed a total of 141,000 square feet of construction and remodeling. This included a 184-bed jail, county attorney office, and four court sets.

Itasca started concepts for this project in 2018 with the aid of Scott Fettig of Klein McCarthy Architects and Contegrity Group.

Itasca chose Scott Fettig and Klein McCarthy Architects because the county was looking for an architect firm that specialized in jail design and construction, along with wanting a Minnesota based firm with a personalized style. This is exactly what Itasca County got with Klein McCarthy Architects on this project.

Klein McCarthy Architects provided a high quality of work product with a driven focus on customer service. Their goal was to take my idea or concept and apply it to paper. They listened and didn't try to drive any of the decisions and because of this approach, I feel Itasca County got the product we desired. Itasca had several concepts, like the 10-bed mental health unit, that were new to all parties involved. Klein McCarthy's team spent time learning about the practices and outcomes we wanted from this unit and incorporated this into the overall project flawlessly.

I would not hesitate to recommend or use Klein McCarthy for any of my future projects.

Captain Lucas Thompson
Itasca County Sheriff's Office
440 1st AVE NE
Grand Rapids, MN 55744

Cell 218-398-7559

FEES

Phase 1 - Predesign

- KMA to provide services for a Lump Sum of \$45,200.00 plus reimbursables.
- Reimbursables are estimated at \$2,800.00.
- Optional Service: Cultural consultant Tom Weber – Lump Sum of \$12,000.00 plus reimbursables estimated at \$3,000.00. Community-based Correctional Programming Assessment for Cultural Relevance: Reducing Disproportionate Minority Contact in the Jail.

Tom Weber will assess the residential (jail) and the community based programs (probation, diversion or other available non-residential services in the community) for significance to the local Native American population, and its potential to impact the jail stays by; frequency, length of stay or recidivism rate for those same impacted populations. This may require a number of measures to both quantify, and then qualify the need for adaptation, enhancements, expansion or creation of new culturally relevant programs geared towards involvement with the criminal justice system.

Phase 1 Alternative – State of MN Predesign Report

- KMA to provide services in the Lump Sum of \$15,600.00 plus reimbursables.
- Reimbursables are estimated at \$200.00.

Phase 2 – Schematic Design – Bidding/Negotiation phases

- KMA to provide Basic Services and Supplemental Services at a fee percentage of 6.5% times the Cost of the Work x 78% for this phase of work = 5.07% times the Cost of the Work, plus reimbursables.
- Basic Services as outlined in AIA B101 – 2017, includes Architectural, Structural, Mechanical and Electrical engineering.
- Supplemental Services required for this project and included in our fee percentage are:
 - 4.1.1.1 Programming – adjustments as required from work in Phase 1.
 - 4.1.1.2 Multiple preliminary designs – adjustments as required to selected concept in Phase 1.
 - 4.1.1.5 Site evaluations and planning – adjustments and continuation of work in Phase 1.
 - 4.1.1.6 Building Information Model management responsibilities – KMA utilizes Revit for production drawings and will coordinate the use of that model.
 - 4.1.1.8 Civil Engineering – usual and customary services.
 - 4.1.1.10 Architectural interior design – design and selection of interior finishes.
 - 4.1.1.11 Value analysis – includes review of materials in conjunction with the County's Construction Manager.
 - 4.1.1.13 On-site project representation – includes bi-weekly site reviews but not full-time/daily on-site representation.
 - 4.1.1.14 Conformed documents for construction – includes all addendums incorporated into the document bid set for a conformed construction set.
 - 4.1.1.16 As-constructed record drawings – only as provided by the County's construction manager in the field document set.
 - 4.1.1.17 Post-occupancy evaluation – 11-month warranty review with Owner and Construction Manager.
 - 4.1.1.20 Architects coordination of the Owner's consultants – KMA to coordinate to the extent that their work is referenced and coordinated with ours.
 - 4.1.1.21 Telecommunications/data design – usual and customary design services.
 - 4.1.1.22 Security evaluation and planning - Includes detention equipment design (including hardware) and specifications and security electronics design and specifications.

4.1.1.23 Commissioning - see Phase 3 for fees.

4.1.1.29 Other services provided by specialty consultants – includes food service and laundry design. All design work includes specifications. Construction administration for these services are included in Phase 3.

- Additional Services NOT included as Basic or Supplemental Services:
 - Topographic survey/background mapping – Lump Sum of \$7,500.00.
 - Boundary/Certificate of Survey – Lump Sum of \$3,000.00. – \$6,000.00.
 - Municipal utility extensions – Lump Sum of \$3,000.00. – \$7,000.00.
 - Traffic study – Lump sum of \$8,000.00.
 - Tree inventory/preservation plan (JPB) – Lump Sum of \$3,000.00.
 - Wetland delineation/permitting/mitigation – Lump Sum of \$10,000.00 - \$30,000.00 (if necessary)
 - Re-zone, CUP/IUP – Lump Sum of \$2,000.00 – 6,000.00
- Reimbursables are estimated at \$50,000.00.

Phase 3 – Project construction administration, commissioning, and project close-out

- KMA to provide Basic Services and Supplemental Services, identified in Phase 2, at a fee percentage of 6.5% times the Cost of the Work x 22% for this phase of work = 1.43% of the Cost of the Work, plus reimbursables.
- Commissioning service to be provided at a Lump Sum fee of \$50,000.00 plus reimbursables.
- Reimbursables are estimated at \$40,000.00.

Phase 4 – Development of Policies, Procedures and Training documents for the operation of the new constructed facility

- Elk Creek Consulting will provide the transition team with guidance, advice, and suggestions regarding the development of policies and procedures to ensure compliance with Minnesota Department of Corrections Standards and County operational philosophy. This will include up to 4 hours a week of document review and unlimited telephone consultation during business hours. Elk Creek Consulting will provide one (1) monthly onsite visit with the transition team to assist with the development and testing of training documents and scenarios based on draft procedures. These services would start ten months from projected occupancy.
 - Lump sum fee of \$4,200.00/month.
 - Reimbursables not to exceed \$800.00/month.
- Alternate proposed scope of work – provide NIC - How to Open a New Institution (HONI) training
 - Lump sum fee of \$8,660.00/month.
 - Reimbursables not to exceed \$800.00/month.
 - As the National Institute of Corrections (NIC) is unable to provide How to Open a New Institution (HONI) training to the County, it is recommended that Elk Creek Consulting provide a training course and services similar to what the NIC program would include to ensure a smooth transition into the new facility. These services would start at the schematic design phase of the project.

Fee and Reimbursable Assumptions:

- Structural design based on designing spread-footing-type soil conditions.
- Reimbursable expenses for consultant expenses, lodging, and meals, to be billed at cost. Mileage billed at current IRS rates. In house printing billed at cost plus 10% markup.

The KMA scope of work excludes:

- | | |
|---|---|
| • Asbestos review and abatement | • Environmental review |
| • Archeological review | • Site geotechnical/soil borings |
| • Site survey | • Site construction staking |
| • Materials testing | • Cost Estimating |
| • On-site project representation (daily) | • Sustainable Project Services/LEED design and documentation. |
| • Furniture, furnishings, and equipment design. | |

Appendix A: Addendum to Contract

ADDENDUM TO CONTRACT

In anticipation and consideration of Beltrami County entering into a Contract for professional services, the Vendor/Contractor also agrees to the following:


- 1) The Vendor certifies that it, and/or its principals and/or proposed staff resource(s) is/are not barred from being awarded a contract or subcontract because of a conviction or admission of guilt for bribery or for bribing an officer or employee of the State of Minnesota, Beltrami County, the City of Bemidji or any other state or local government entity in that officer or employee's official capacity.
- 2) The Vendor certifies that it is not barred from contracting with Beltrami County, the City of Bemidji or the State of Minnesota because of any violation of either bid-rigging or bid rotating.
- 3) The Vendor certifies that no fees, commissions, or payments of any type have been or will be paid to any third party in connection with the contract to which this is an addendum, except as disclosed in the contract or an exhibit thereto. The Vendor shall promptly notify the County if it ever has reason to believe that this certification is no longer accurate.
- 4) To the extent governed by Minnesota Law and is applicable to the Vendor, Vendor agrees to:
 - a) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination; and
 - b) Comply with the procedures and requirements of the Minnesota Department of Human Rights' regulations concerning equal employment opportunities and affirmative action; and
 - c) Provide such information, with respect to its employees and applications for employment, and assistance as the Minnesota Department of Human Rights may reasonably request.
- 5) The Vendor, at the time of execution of the contract, shall also furnish the County with insurance certificates of adequate limits, as later indicated, to protect the Beltrami County, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the County. No subcontractor will be allowed to perform any work under this contract by the County unless such certificates are submitted to and approved by the County beforehand.
- 6) The Vendor shall maintain, for a minimum of five (5) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. Vendor shall further make all such books, records, and supporting documents related to the contract available for review and audit by the Beltrami County Auditor and by the Minnesota State Auditor and shall cooperate fully with any audit conducted by the Beltrami County Auditor and/or the Minnesota State Auditor and will further provide the Beltrami County Auditor and the Minnesota State Auditor full access to all relevant materials.
- 7) To the extent it applies to Contractor and this contract, Vendor agrees to comply with the Minnesota Prevailing Wage Law.
- 8) Vendor agrees to notify the Beltrami County Human Resources Director if it solicits or intends to solicit for

employment any of the employees of the County during the term of the contract.

- 9) Vendor understands that the County and this contract are subject to the provisions of the Minnesota Freedom of Information Act, the Minnesota Data Practices Act and the Minnesota Open Meetings Act.
- 10) The Architectural Services Request for Proposals (RFP), the Architect’s response to the RFP, together with any and all contracting documents, shall be incorporated by reference into and shall become a part of the full contract.
- 11) Counterparts. This Agreement and Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The counterparts of this Agreement and Addendum may be executed and delivered by electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.
- 12) Under penalties of perjury, Vendor certifies that it has provided the correct Federal Taxpayer Identification Number to the County as part of this RFP.
- 13) Vendor is doing business as a(n) (please circle applicable entity):

Individual	<u>Sole Proprietorship</u>	Partnership
Corporation	Not-for-Profit Corporation	Tax Exempt Organization <i>Tax Exempt Classification:</i> _____
Real Estate Agent	Governmental Agency	_____
Trust or Estate	<u>Other</u> <u>S Corporation</u>	

I, Scott Fettig, an authorized representative of Klein McCarthy & Co. Ltd., have reviewed, understand and agree to the provisions contained in this Addendum for the Architectural Design Consultant, and I/we am/are prepared to include them in the final contract.


Signature

Scott Fettig
Printed Name

President
Title





HOURLY RATES
May 23, 2023

CEO/President – Scott Fetting	\$ 225/hour
Principal Architect	\$ 200/hour
Director of Design	\$ 180/hour
Senior Project Manager – Scott Fetting, Danielle Reid	\$ 180/hour
Senior Project Architect	\$ 150/hour
Senior Project Designer	\$ 130/hour
Project Coordinator/Job Captain	\$ 120/hour
Project Manager – Ryan Weber/Erik Daniels	\$ 160/hour
Project Designer	\$ 120/hour
BIM 360 Manager – Mike Matheny	\$ 140/hour
Project Architect/Architect 3 – Dave Allen/Tony Rauch	\$ 130/hour
Design Staff 3	\$ 115/hour
Architect 2	\$ 110/hour
Architectural Staff 2	\$ 105/hour
Document Coordinator	\$ 105/hour
Project Captain – TruBIM(DJ)	\$ 105/hour
Architect 1	\$ 100/hour
Technical Coordinator	\$ 100/hour
Architectural Staff 1 – Austin Rudin, Zane Gayle	\$ 95/hour
Business/Administration Manager – Liz Olszewski	\$ 90/hour
Intern 3	\$ 85/hour
Intern 2	\$ 75/hour
Intern 1 (TrueBIM - Carson)	\$ 65/hour
Student Intern	\$ 50/hour

(Note: This schedule is subject to annual adjustments by KMA.)



EXHIBIT "D"
REIMBURSABLE EXPENSES
January 1, 2023

All reimbursable expenses will be billed as specified below plus a 10% mark-up.

- In-House Reproduction:

--	Black & White Copies	8-1/2 x 11	\$ 0.15
--	Black & White Copies	11 x 17	0.30
--	Black & White Copies	12 x 18	1.00
--	Color Copy	8-1/2 x 11	1.00
--	Color Copy	11 x 17	2.00
--	Color Copy	12 x 18	2.00
--	Black & White Prints	15 x 21	1.00
--	Black & White Prints	24 x 36	2.00
--	Black & White Prints	30 x 42	3.00
--	Scanned Images	15 x 21	1.00
--	Scanned Images	24 x 36	1.50
--	Scanned Images	30 x 42	2.00

- Miscellaneous Expenses:

--	Mileage	\$.655/mile
--	Teleconferences	cost
--	Long Distance Calls/Faxes	cost
--	Courier, UPS, FedEx, postage	cost
--	Outsourced reproduction services	cost
--	Consultants' expenses	cost
--	Lodging	cost
--	Meals	cost
--	Fees/Permits	cost
--	Airfare	cost
--	Transportation (bus, taxi, shuttle)	cost

(Note: This schedule is subject to annual adjustments by KMA.)

