

Notice & Agenda

Swift County Board of Commissioners

Tuesday, July 21, 2015

11:00 AM

Swift County Board Room – 301 14th St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the July 7, 2015 Regular Meeting
	3	(2) Minutes from the July 7, 2015 Executive Session
	4-5	(3) Consider final approval for payment to Commerford Gravel, Inc. for the 2015 gravel crushing contract
11:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
11:05 a.m.		Commissioner and Board reports
11:20 a.m.		County Administrator report
11:25 a.m.		Citizens Comments
11:25 a.m.		Update from Joel Swanson, MCIT Risk Management Consultant
11:40 a.m.		Boarder to boarder broadband grant discussion with Kevin Beyer of Federated Telephone and Jacki Anderson of the Upper Minnesota Valley Regional Development Commission
		Other Business
	6-79	Consider approving a contract for a Space Needs and Projected Building Program Analysis
	None	Strategic Plan Update
	80	Employment Update
12:00 p.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

July 7, 2015

Chairman Peter Peterson called the meeting to order at 9:00 AM with all present. Also in attendance were County Administrator Mike Pogge-Weaver, County Auditor Kim Saterbak, County Social Services Director Deanna Steckman, and Amanda Ness.

Chairman Peter Peterson asked if there were any changes to the agenda. There were none.

07-07-15-01 Commissioner Hendrickx moved and Commissioner Edward Pederson seconded to approve the agenda. Motion carried unanimously.

07-07-15-02 Commissioner Rudningen moved and Commissioner Fox seconded to approve the Consent Agenda which consisted of: (1) Minutes from the June 16, 2015 Meeting (2) Minutes from the June 16, 2015 Board of Assessment and Equalization Meeting (3) Approval of a tobacco license for the following business: Kerkhoven Handi-Stop and (4) Appointment of Heather Giese as a Social Worker. Motion carried unanimously.

07-07-15-03 Commissioner Fox moved and Commissioner Edward Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$72,639.51; Solid Waste: \$59,151.31; Road and Bridge: \$1,277,547.90; County Ditches: \$25,059.77; State Fund Agency: \$9.00; and Human Services, \$1,175.73 which includes the following bills over \$2,000: Alternative Micrographics, \$3,190.80; Benson Municipal Utilities, \$9,317.02; Central Specialties Inc., \$1,233,058.91; Commerford Construction Inc., \$18,519.35; Digital Ally Inc., \$4,120.00; Esri, \$2,857.00; Geyer Recycling, \$5,525.00; Glacial Plains Cooperative, \$6,155.19; Hewlett-Packard Company, \$2,319.08; Johnson Controls, \$2,360.00; Midstate Supplies, \$14,534.38; O'Malley & Kron Land Surveyors Inc., \$36,742.50; Pflipsen Trucking LLC, \$27,634.43; K. VanHeuveln Inc., \$6,540.42; Villard Implement Co., \$12,439.15; and Waste Management Of Northern Minnesota, \$19,368.96. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Fox reported on Chippewa River Watershed, SCBH, and SPCC. Commissioner Edward Pederson reported on the Historical Society and the Launching the Strategic Plan Team. Commissioner Rudningen reported on the Health Insurance Committee, Prairie Lakes Youth, Technology Committee, and Planning and Zoning. Commissioner Hendrickx reported on SPCC, 6W Corrections, AMC Governance, RDC, and the Health Insurance Committee. Chairman Peter Peterson reported on 6W Corrections, Space Analysis Interviews, HRA, and Prairie Five Community Action Council.

Administrator Pogge-Weaver updated the board on the health insurance balances and committee, upcoming employment interviews, and that he will be out of the office the last week of July.

Chairman Peter Peterson opened the floor for Citizen's Comments. John Norby addressed the board concerning issues with the ditch mowing by the Highway Department. No action was taken by the board.

Ronald Anderson requested the support of the board for the replacement of Bridge #5380 on Minnesota Trunk Highway 40.

Mandy Schmidt, of Mn/DOT District 8, addressed the concerns of Mr. Anderson and updated the board on the postponement of the letting of the bids and the upcoming community input process regarding the rehabilitation versus replacement of the bridge.

07-07-15-04 Commissioner Hendrickx moved and Commissioner Fox seconded to approve a letter to

Mn/DOT of support of the Chippewa and Lac Qui Parle boards and the process of citizen involvement in the decision regarding the bridge. Motion carried unanimously.

Environmental Services Director Scott Collins requested approval of Conditional Use Permit #4998 requested by Leonard Wulf & Sons, Inc. (Owner)/Spring Valley Farms LLP (Purchaser), for establishing a new feedlot that consists of a 102' x 168' total confinement barn to house 2,100 head swine between 55 and 300 pounds located in the NW corner of 170th Ave NE and 70th St NW in Fairfield Township. There was no change to the conditions of the permit.

07-07-15-05 Commissioner Rudningen moved and Commissioner Fox seconded to approve CUP #4998. Motion carried unanimously.

County Engineer Andy Sander requested approval of a Resolution for Bridge Bonding Funds for the SAP 076-598-011 project on CR 54 in Shible Township Section 31.

07-07-15-06 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the resolution for bridge bonding. Motion carried unanimously.

County Auditor Kim Saterbak requested the appointment of two Swift County members to sit on the Chippewa County Ditch #13 - Joint Ditch Board.

07-07-15-07 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the appointment of Commissioner Fox and Commissioner Edward Pederson to the Chippewa Ditch #13 - Joint Ditch Board. Motion carried 4-0 with Chairman Peter Peterson abstaining from the vote due to renting land within the watershed.

Administrator Pogge-Weaver updated the board on the RASP team portion of the strategic plan.

07-07-15-08 Commissioner Rudningen moved and Commissioner Fox seconded to recess the regular meeting and go into a closed session to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03) Motion carried unanimously.

The regular meeting recessed to closed session at 10:12 AM.

The regular meeting reconvened at 10:51 AM.

07-07-15-09 Commissioner Rudningen moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:52 AM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
July 7, 2015

Date convened: Tuesday, July 7, 2015

Time Convened: 10:12 AM

Time adjourned: 10:51 AM

Members Present: Commissioners Fox, Hendrickx, Edward Pederson, Peter Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Michel Pogge-Weaver, County Auditor Kimberly Saterbak, and Amanda Ness

Purpose: To consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03)

Chairman Peter Peterson called the executive session to order at 10:12 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Auditor Kim Saterbak, and Amanda Ness. The Board discussed the progress of a memorandum of understanding.

The board took no actions at the meeting.

07-07-15-1-ExS Commissioner Rudningen moved and Commissioner Edward Pederson seconded to adjourn. Motion carried.

Executive Session adjourned at 10:51 AM

WITNESSED:

Peter Peterson, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator



Request for Board Action

BOARD MEETING DATE:
July 21, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider final approval for payment to Commerford Gravel, Inc. for the 2015 gravel crushing contract	
AGENDA YOU ARE REQUESTING TIME ON: July 7, 2015	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Swift County awarded the 2015 gravel crushing to Commerford Gravel Inc. The project is now complete and it is appropriate to make final payment	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Contract approval	

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Was not submitted for review prior to the meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION

WHEREAS, County-wide gravel processing has in all things been completed for the year 2015 and the County Board being fully advised in the premises.

NOW THEN BE IT RESOLVED, that the Board hereby accepts said completed project for and in behalf of the County of Swift and authorizes final payment in the amount of \$6,239.27 to Commerford Gravel, Inc., for the final contract amount of \$124,785.36.

Dated at Benson, Minnesota this 21st day of July, 2015.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

I, Michel Pogge-Weaver, Administrator for in and for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 21st day of July, 2015.

Michel Pogge-Weaver, County Administrator



Request for Board Action

BOARD MEETING DATE:
July 21, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a contract with Wold Architects and Engineers to complete a space needs and projected building program analysis for Swift Count	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Swift County requested proposals from architectural firms to complete a space needs and projected building program analysis for the County. The County received 5 proposals. A subcommittee of commissioners and staff narrowed it to 3 firms that were interviewed. The subcommittee interviewed the three firms and is recommending Wold Architects and Engineers for the project. Their fees for the project is \$17,500 plus up to \$2,000 for reimbursable for a total of \$19,500. Attached is a copy of the proposal from Wold Architects and Engineers along with the proposed contract. The contract leaves open the scope of the project along with the start and end dates of the project. Staff requests that the board approve the contract and approve the County Administrator negotiation and approving the final scope of the project along with the starting and ending dates for the project. Joel Dunning from Wold Architects and Engineers will be at the meeting to introduce the firm and answer any questions.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: \$30,000 was budgeted

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approval to form is needed prior to final execution of the contract.	RECOMMENDATIONS: Approve as recommended
COMMENTS: n/a	COMMENTS: None

WOLD

architects
engineers
www.woldae.com

designers and researchers
for public environments



Proposal for Swift County Space Needs and Program Analysis

June 10, 2015

Contact

P 651.227.7773 | F 651.223.5646
Joel Dunning // AIA LEED AP
jdunning@woldae.com



June 10, 2015

Mike Pogge-Weaver, County Administrator

Swift County
301 14th Street North
Box 288
Benson, MN 56215

Dear Mike,

Wold Architects and Engineers is pleased to respond to the Request for Proposals for the Swift County Space Needs and Program Analysis. For over 45 years, Wold has worked with over 25 Minnesota county governments and over 100 public sector entities to develop and realize their facility visions. With every effort, whether a long range plan or a small remodeling, we ensure that our client's long range vision is considered and complemented by the results. Through these efforts, Wold has demonstrated not only intricate understanding of the missions and culture of Minnesota counties, but also our dedication and commitment to our client's success.

We firmly believe that our expertise in the planning and design of human services, correctional, public health, law enforcement, courts, and other governmental office building projects makes Wold an exceptional choice for Swift County to partner with. However, it is our understanding of and dedication to county long-range planning that has driven us to reach beyond the typical approach for this challenge. We have assembled a uniquely qualified, teaming approach to meet your challenge.

As our team commits to understand each department's role in supporting the mission of Swift County, we will be simultaneously listening from both the perspective of the facility supporting the mission and the organization supporting the mission. Specifically, we have assembled a one-of-a-kind team with the experience and the resources to fully develop the right strategic facility vision for Swift County.

- » *We know planning – facility and organizational.*
- » *We know your buildings and people.*
- » *We know Minnesota County Government*

Our creative and expert team is prepared to assist in the full range opportunities this Space Needs and Program Analysis presents, and I know that Wold's team can exceed all expectations for service and responsiveness. We respectfully submit this overview of our firm's qualifications and experience, and would welcome an invitation to interview and further describe our team, our services, our approach and our commitment to Swift County.

Wold Architects and Engineers,

A handwritten signature in black ink, appearing to read "Joel Dunning". The signature is fluid and cursive, written over a light blue circular stamp.

Joel Dunning // AIA LEED AP
Partner-in-Charge
jdunning@woldae.com

Swift County Space Needs and Program Analysis

Firm History and Experience	7
Approach	20
Team	39
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Why Wold	46

Firm Profile

Wold Architects and Engineers

305 Saint Peter Street
 Saint Paul, MN 55102
t 651.227.7773
f 651.223.5646
www.woldae.com

Year established: 1968
Legal status: Corporation
Ownership: Privately Owned

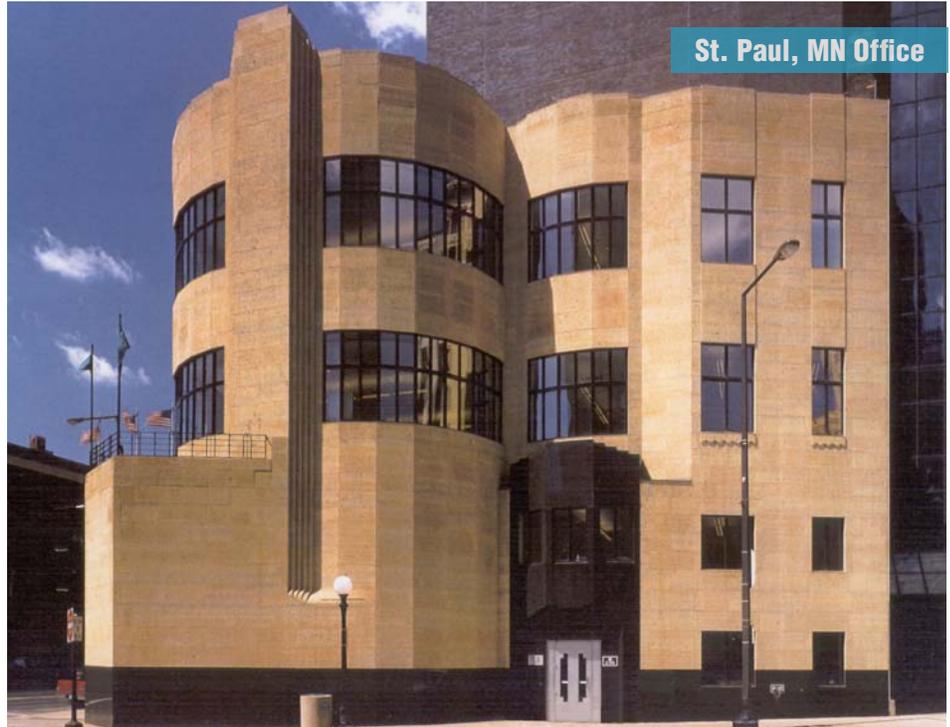
Main Contact: Joel Dunning
 jdunning@woldae.com // 651.227.7773

Wold Specializes in Public Facilities

- » 20+ Minnesota County Clients
- » 20+ Municipalities
- » 10+ State and Federal Agencies
- » 100+ Space Programming Studies

Staff Counts

Architectural Staff	107
Engineering Staff	35
Interior Designers	7
Technical Staff	2
Administrative Support	20
Total	171



About Us

With client service as a focus, we take a long-term posture of keeping our clients' interests as our goal. We believe our role is much more than just a facility designer. Because facility issues are ongoing, we offer our continuing support from initial space needs analysis, through a design and construction project, to continuing post-occupancy. Our 100+ person, multi-disciplinary staff provides facility analysis, facility planning and programming, architectural design and specifications, mechanical and electrical design and specifications, space planning, interior design, cost estimating, and construction administration. In addition, we have a staff of professional mechanical and electrical engineers to respond to your needs.

Services We Offer

- » Strategic Facility Planning
- » Pre-Design Program and Verification
- » Space Adequacy Evaluation
- » Site and Facility Analysis
- » Interior Design and Space Planning
- » Schematic Design
- » Design Development
- » Contract Documents
- » Security Analysis
- » Color/Material Selection
- » Sustainable Design
- » Mechanical and Electrical Engineering
- » Cost Estimating and Management
- » Quality Review
- » Bidding and Contract Review
- » Best Value Procurement
- » Comprehensive Construction Administration
- » Project Close Out and Archiving
- » Continuous Post-Occupancy Follow Through
- » Utility Tracking and Analysis

County Planning Experience

Wold has extensive experience in helping counties plan for:

- » Government offices, courthouses and support facilities
- » Human services and public health facilities
- » County, federal, and state courts
- » District courts
- » Law enforcement and correctional facilities
- » Educational institutions

	HEALTH AND HUMAN SERVICES	COUNTY OFFICES	JAIL/LEC	911 DIVISION	NEW OPERATIONAL COURTS	HIGHWAY DEPARTMENT	SITE DEVELOPMENT
Yellow Medicine County Space Needs Study	✓	✓	✓	✓	✓		✓
Goodhue County Master Plan/Justice Center	✓	✓	✓	✓	✓		✓
Winona County Master Plan	✓	✓	✓	✓	✓		✓
Carver County Master Plan	✓	✓	✓	✓	✓	✓	✓
Carlton County Master Plan	✓	✓	✓		✓	✓	✓
Dodge County Master Plan	✓	✓	✓	✓	✓	✓	✓
Cass County Master Plan	✓	✓	✓	✓	✓	✓	✓
Crow Wing County Master Plan	✓	✓	✓	✓	✓	✓	✓
Dakota County Master Plan	✓	✓	✓	✓	✓		✓
Martin County Master Plan	✓	✓	✓	✓	✓	✓	✓
McLeod County Master Plan	✓	✓	✓	✓	✓	✓	✓
Scott County Master Plan	✓	✓	✓	✓		✓	✓
Washington County Master Plan	✓	✓	✓	✓	✓		✓
Ramsey County LEC Campus Master Plan		✓	✓	✓	✓		✓
Ramsey County County-Wide Functional Analysis	✓	✓	✓	✓	✓		
Hennepin County Space Master Plan	✓	✓		✓		✓	✓
DeKalb County Master Plan	✓	✓			✓	✓	✓
Jackson County Master Plan	✓	✓	✓	✓	✓	✓	✓
St. Louis County Courthouse/Master Plan			✓		✓	✓	
Minnesota State-Wide Courthouse/Security Planning					✓	✓	
Faribault/Rice County LEC/Master Plan			✓	✓	✓	✓	✓

Yellow Medicine County Space Needs Study GRANITE FALLS, MINNESOTA

Size: 8,635 SF
Completion: 2014

In 2012, Wold was hired by Yellow Medicine County to simultaneously provide design services to remodel a former bank in downtown Granite Falls into a Government Center and to perform a Space Needs Analysis for all of the departments in the county – including not only the administrative and finance departments moving to the new Government Center, but also all of the other county departments located on the Courthouse/LEC/Jail site.

Wold worked with County staff to insure that all operations and possible efficiencies were incorporated into the program. Multiple options were developed to accommodate the spaces programmed and the County Board decided in 2014 to proceed with Wold designing a new Justice Center based upon the previous planning efforts.

Reference

Peg Heglund, County Administrator // 320.564.5841



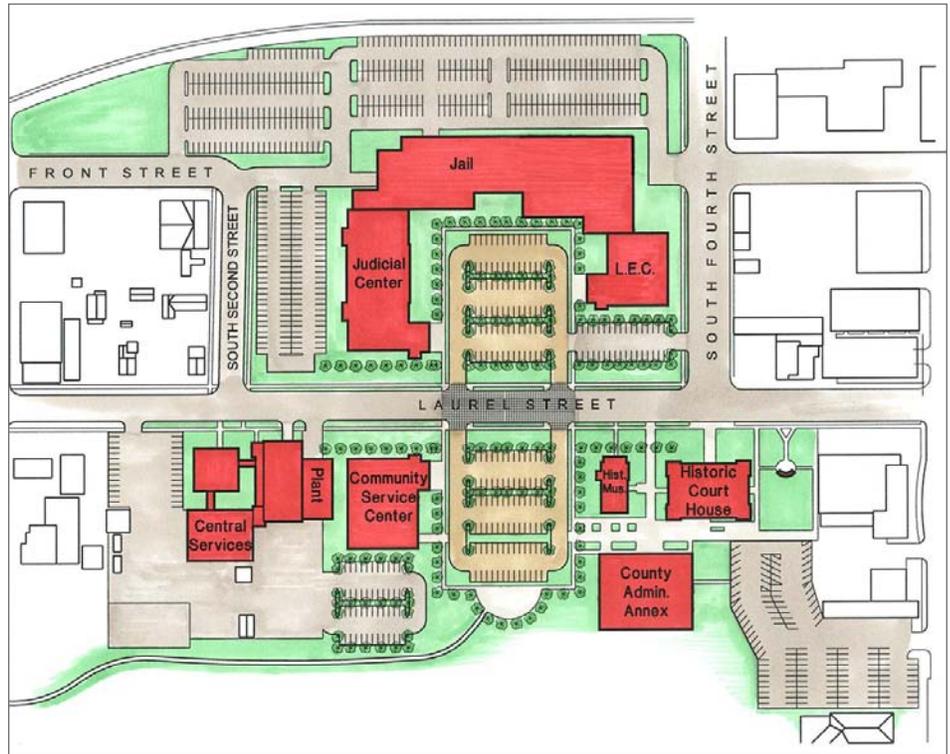
Crow Wing County Space Needs Analysis and Long Range Plan

BRAINERD, MINNESOTA

Crow Wing County county kicked off its re-design process with a 20-year Long Range Plan for its downtown Brainerd campus. The process facilitated by Wold investigated the best collocation of the county's core services. A campus setting for the county facilities maximized public access and created functionally appropriate and efficient relationships between departments.

Wold has continued working with Crow Wing County to implement the Campus Master Plan, including the following projects:

- » Historic Courthouse Renovation
- » New Community Services Building
- » New Judicial Center
- » New Jail
- » LEC Remodel
- » Courthouse Annex Remodeling
- » Adequate Parking



Reference

Reid Thiesse, Facility Manager // 208.824.1379



Stearns County Justice System Needs Assessment

ST. CLOUD, MINNESOTA

In November 2010, a team led by Wold Architects & Engineers with Hagemeister Mack Architects, Contegrity Group, and Carter Goble Lee as justice planners began to work on a Needs Assessment and Gap Analysis for the Stearns County Justice System, including the Sheriff's office, Jail, Courts, the County Attorney, and Community Corrections.

The purpose of the study was to determine the short term (1-5 years) and long term (15-30 years) space needs for the justice system, including judicial, law enforcement, and corrections components. Additionally, current technologies and processes were determined to meet the identified needs.

Staffing, inmate, and court projections were agreed upon by a steering committee. Facility sizes were projected to accommodate that growth in four different scenarios:

- » No new space, relying on rentals
- » Additions to the existing campus
- » A new campus downtown
- » A new greenfield campus

Complete total 25 year costs were developed for each unique scenario with all variables explored, including operational costs of staffing, rental, fuel, utilities, energy, maintenance and repair, deferred maintenance projects, as well as any proposed remodeling, demolition, or new construction projects.

Reference

Stephen Hammes, Deputy County Administrator // 320.656.3603



Washington Co. 2025 Campus Master Plan

STILLWATER, MINNESOTA

Facing a future of growth, Washington County hired Wold to help develop a 20-year Master Plan including Courts, Law Enforcement Center, Offices and Service Centers with the focus on major renovations and additions at their Stillwater main campus.

Campus Expansion and Renovation

Solutions needed to consider phased renovation to meet the short term goals of the growing community of Stillwater while remaining sensitive to the Campus Master Plan that outlines the County's long term goals. Implementation of the Master Plan includes LEC addition, Courts addition & renovation, Government Center Renovation and Service Centers.

- » Remodeling existing courtrooms and support spaces to provide flexibility
- » Facilitating upgrades to building systems to improve overall operational efficiencies of the facility
- » Addressing the issue of secure & accessible entry to the courts from the existing Law Enforcement Center & Government Center

Wold's services included:

- » Master Plan for growth & phased implementation for all departments
- » Functional improvements to existing court administration, court services and work force center
- » Accessibility upgrades
- » Mechanical and electrical upgrades
- » Construction Phase Sequence Planning
- » Construction Disruption Avoidance Planning

Reference

Don Theisen, Public Works Director // 651.430.4304



Carver County Long Range Plan and 2008 Service Delivery Plan

CHASKA, MINNESOTA

Facing a future of growth, Carver County hired Wold to help develop a 20-year Long Range Plan including jail, courts, county offices and site master plan.

- » Designed for three courtrooms, master planned for six
- » Staff projections developed
- » Space needs projected
- » Options and facilities recommended for phased growth

First phase implemented including site infrastructure for 12 new courts-related facilities, a 250-bed jail, and future administrative offices. The design of the Justice Center created a lobby for the courts functions during regular business hours. All public functions relate to this entry with a clearly identifiable access to services.

Since providing the original Long Range Plan, Wold recently helped Carver County with a Master Plan update for the next 20 years of County planning.

Since providing the original Long Range Plan, Wold helped Carver County with additional phases and Long Range Plan update for the next 20 years of County planning by designing a planned addition in 2007 that doubled the court capacity in the county and provided updated court security facilities.

Reference

Dave Hemze, County Administrator // 952.361.1510

Kevin Maas, Facility Services Manager // 952.361.1557



Carlton County Facilities Needs Study

CLOQUET, MINNESOTA

In 2007, Wold was hired to develop a 20 year County-wide Facilities Needs Study for Carlton County. The study was developed as a tool for the County Board of Commissioners to use to make decisions regarding the building of new County Facilities or the reuse of existing facilities. The facilities included in the study were the Historic Courthouse, Jail/LEC and the Health/Human Services buildings in Cloquet.

The mission statement for the study was “To provide County facilities that will enable services to be delivered to County residents in the most convenient, safe, efficient and cost effective manner.”

Existing facilities were analyzed based on the available area in each building, the existing condition of each building, and the adaptability of each building.

The results of the study included three options that addressed the desired “clustering” of departments for public service delivery and the space need for the anticipated County growth.

Wold completed design and construction of the new Health and Human Services Building in 2010.

Reference

R. Mike Stafford, Former Director of Personnel and Facilities // 218.565.2543

Dave Lee, Health and Human Services Director // 218.878.2844

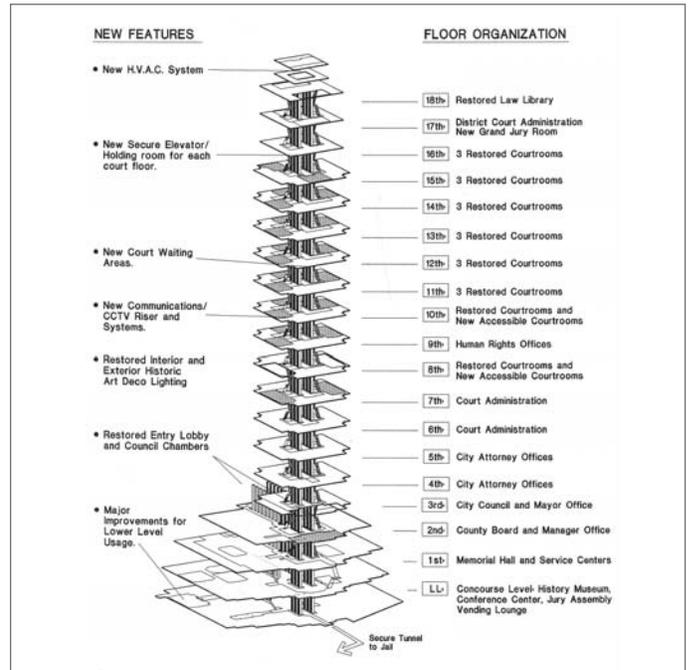


Ramsey County Master Plan

ST. PAUL, MINNESOTA

Wold helped Ramsey County develop a 20-year Master Plan for all county offices and courts. The project included analyzing existing buildings, providing staff projections and space needs projections, developing options for the Committee to recommend to the County, proposing functional departmental collocations, developing space programs and functional diagrams, and finally implementing major renovations of County courts and offices.

Projects: *Master Plan, 1995; Government Center West Renovation, 1996; Juvenile Justice and Family Courts, 1998; Correctional Facility Renovation, 1996; Law Enforcement Center, 2003; 911 Dispatch Center, 2006*



Ramsey County LEC Campus Planning

ST. PAUL, MINNESOTA

Wold helped Ramsey County develop a Campus Master Plan for its justice, jail and public safety facilities. The plan included space needs, proposed functional collocations and developed options for:

- » 250,000 Law Enforcement Center (including 414-bed Jail, Sheriff's Administration and arraignment courts)
- » 120,000 SF St. Paul Police Department Headquarters
- » 50,000 SF for Metro Training Center
- » 30,000 SF for Communications & Emergency Operations
- » 40,000 SF for East Metro Behavioral Health Crisis Center

Wold also helped the County develop phased stages to the Master Plan. Ramsey County retained Wold to complete the LEC, Police Headquarters, Metro Training Center, 911 Dispatch Center and Crisis Center projects.

Reference

Jolly Mangine, Former Director of Property Management // 651.485.1800



Scott County Long Range Plan

SHAKOPEE, MINNESOTA

Scott County was in need of updating and expanding their County facilities. Extensive Master Planning involved the City of Shakopee, Scott County Board, Neighborhood groups including clergy, local business representatives, courts personnel and the Justice Planning committee. Wold helped develop the five-phase Campus Master Plan that addresses anticipated growth at all levels of county services for the next 20 years.

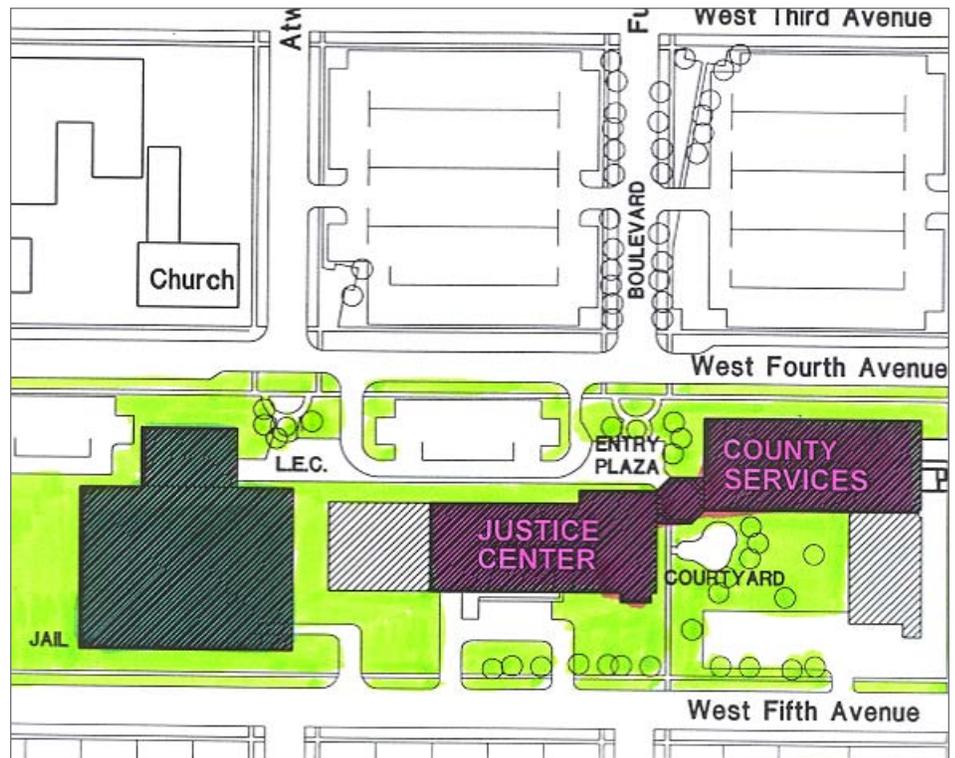
The first phase of the Master Plan was the closing of one city block to allow for the construction of the new Justice Center and a linked entry between the Justice Center and the existing County Government Services Center.

After the completion of the new Justice Center, the second phase of the Master Plan kicked off with a major renovation of the Scott County Government Center. These key issues were identified for connections of the existing building and the new Justice Center:

- » Maximum user-friendly orientation for citizens with a single entry point to easily direct all users to the appropriate service centers.
- » All-weather efficient route for visitors and employees.
- » Connectivity that allowed a single, controllable point of entry.

Reference

Gary Shelton, County Administrator // 952.496.8105



Goodhue County

RED WING, MINNESOTA

Wold conducted master planning and space needs analysis in 1999 for the County's government buildings to develop phased implementation plans. Phase 1 included the construction of a 132-bed jail, a sheriff's office, a law enforcement center and four courtrooms with support.

Goodhue County followed Wold's recommendations and the company was hired for the pre-design, programming, design and construction of the jail/LEC and courthouse.

- » 134-bed direct supervision jail, sheriff's office, and law enforcement center,
- » Maximizes staff efficiency through maximum visibility
- » Emergency operations center with emergency backup systems and heavy-weather protected design

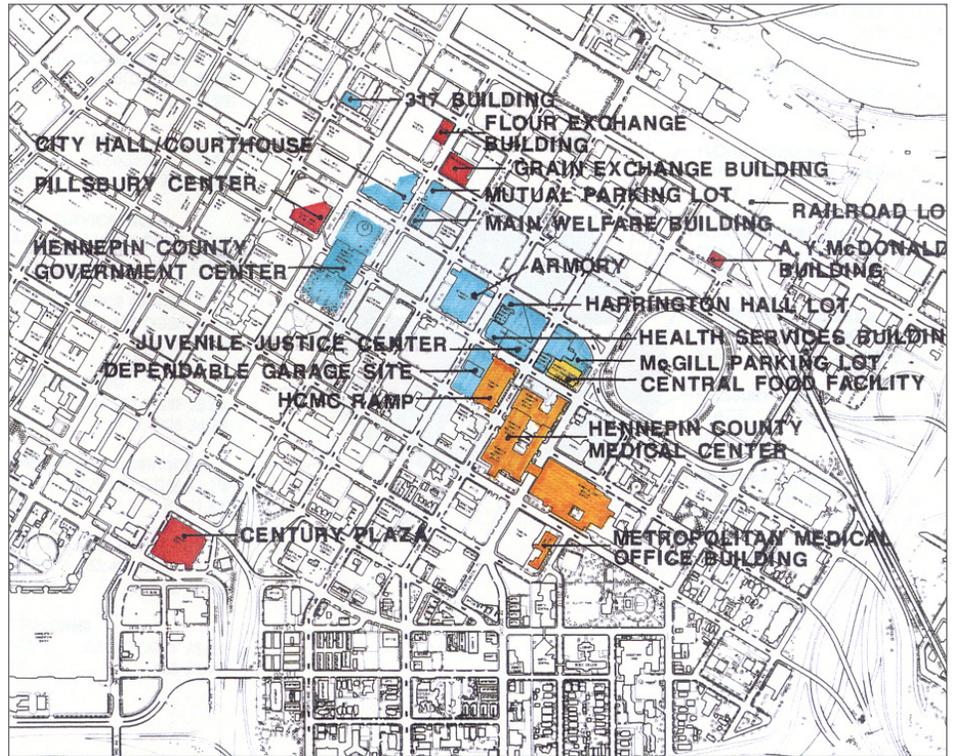


Hennepin County Downtown Space Needs Study

MINNEAPOLIS, MINNESOTA

Wold first established a relationship with Hennepin County in 1994. Since then, we have helped the County to fulfill its mission through its facilities by being there for any need, from toilet upgrades to new construction.

- » Develop 5 & 10 year strategic plans for Hennepin County Office Space in Downtown Minneapolis
- » Survey existing inventory of staff distribution at each facility
- » Analyze major planning issue using Hennepin County Guidelines
- » Project future staff needs in three scenarios
- » Generate facility options to meet specific needs:
 - Community Correction Space Study
 - Armory Office Space Study
 - Downtown Office Space Study
 - Courts Study
 - Federal Courts FFE Study
 - Flour Exchange Study
 - Federal Courts Exterior Study
 - Hennepin County Old Federal Courts Study "The 110 Building"



Reference

Brett Bauer, Director of Planning and Design // 612.348.9671

Dakota County Long Range Plan

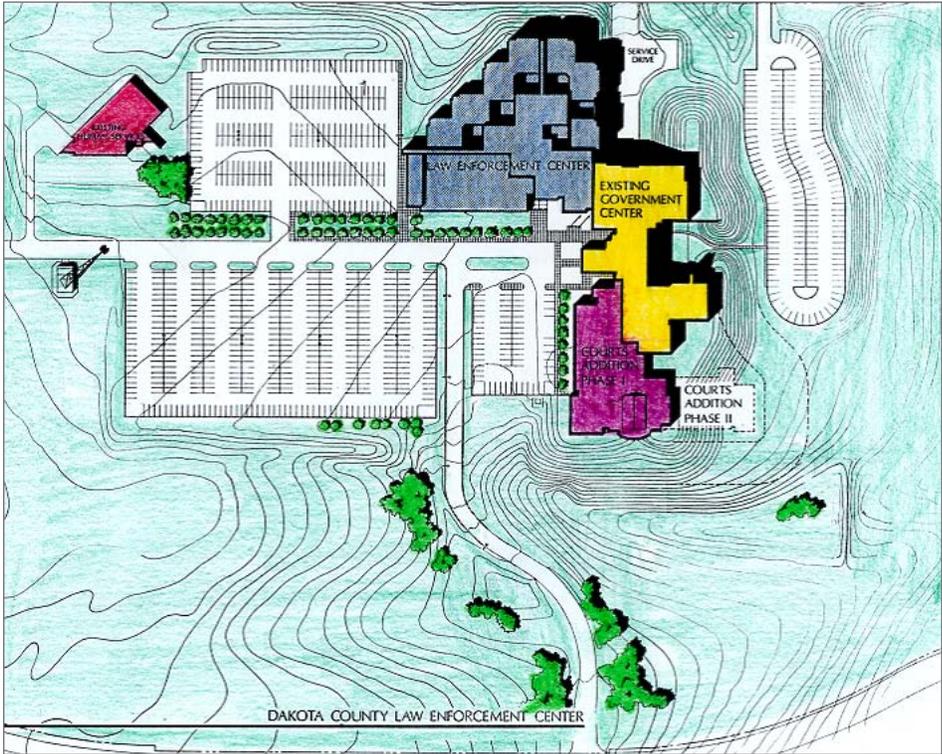
HASTINGS, MINNESOTA

Wold provided a 20-year Long Range Plan for Dakota County that includes jail, courts and site master plan with future county offices.

- » First Phase implemented including site infrastructure for 16 new courts
- » 250-bed jail and future administrative offices
- » 9 Courtrooms with adjacent Counsel conference space with shell space for 3 additional courtrooms
- » 12 Judges Chambers with Court Reporter Offices
- » 8 Jury Deliberation Rooms
- » Inmate trial holding facility with isolated circulation
- » Addition to Administration Building
- » Remodeling of Jail

Reference

Tom Burrows, Capital Planning and Project Management // 651.438.4350



Minimizing Disruption During Phased Construction



We understand that the greatest challenge during the construction phase for any remodeling project will be to avoid disrupting ongoing operations. We know that the only way to address this challenge successfully is to start thinking about it immediately and constantly throughout the design and construction of the project.

The following five elements create the approach to disruption avoidance:

1. A Proposed Sequence of Construction Events

- » The sequence of construction events are analyzed to provide a concept of the construction critical path
- » Critical construction events determine at which stage occupants need to move out of the construction path
- » The sequence of events should be flexible enough to allow the low bid contractors' proposed options to construction sequencing
- » Coordinate utility shutdowns

2. A Phased Construction Specification

- » Outline for the contractor acceptable and non-acceptable actions during construction
- » Define work limitations as it relates to noise, air quality and other hazards.
- » Outline construction phasing
- » Outline proposed occupancy move plan
- » Protects the health and welfare of users and occupants

3. A Strong Communication Network

- » The approach keeps everyone informed
- » The approach keeps confidence in the process

4. Noise, Dust and Odor Control

- » Noise disruptive activities to be conducted outside of court times
- » Occupants protected from construction dust and debris
- » Specify low VOC materials and finishes
- » Eliminate transfer of contaminants through ductwork

5. Safety

- » Security fences and temporary partitions to protect public
- » Life safety plan in place
- » Designated routes are established and communicated for staff to get to pool cars

Best Value Procurement Process

Best Value Procurement is a process that is allowed by Minnesota State Statute whereby State Agencies, Counties and Municipalities can select their contractor through an evaluation process similar to how you are selecting your Architectural firm. Working with your building committee and County Board, we would help you develop a set of criteria including cost, project plan and approach, project challenges and solutions, value added ideas and the contractor and team experience.

Both Joel Dunning and John McNamara have been trained and certified in the PIPS Best Value process developed by Arizona State University.

We have recent relevant experience working with the City of Cottage Grove, the State of Minnesota, the University of Minnesota, Carver County, Carlton County, and Hennepin County participating in and developing Best Value Selection criteria that ultimately created a construction process that was collaborative, minimized construction changes and resulted in highly successful outcomes.

These projects included:

- » **State of Minnesota** – Transportation Building Granite Facade Reanchoring Project
- » **State of Minnesota** – Administration Building HVAC Upgrades
- » **Carver County** – Plumbing Fixture Upgrades
- » **Carlton County** – New Community Services Building
- » **City of Cottage Grove** – New Public Safety Facility
- » **Hennepin County** – Government Center C-6 Courtroom Remodeling, ACF Kitchen Addition, and New Emergency Communications Facility

Each of these highly successful experiences allowed each client to develop criteria specific to their projects goals and objectives. All the contractors who have submitted proposals have commented that this process gives them a chance to present value to a client that in the end does not rely on only price, but on how they approach the project. In the end each project resulted in a lower overall construction cost as well as a highly satisfied Owner.

We are pioneering BEST VALUE Procurement with our government clients.



A Sustainable Design Process

We encourage dialogue with our clients to elevate their expectation as it relates to their facility, and to understand their level of interest in applying various strategies. We know that the key principals of sustainable design can, and should to some degree, apply to all projects which we undertake. Wold believes that a solid design strategy automatically incorporates elements of sustainability, but we also believe that our clients' expectations are the primary goal on any of our projects. As architects practicing in a changing world and as our public clients support sustainability issues in their communities, Wold has developed an understanding and approach towards sustainable design.

Energy Modeling

An energy model establishes a common baseline to accurately model the energy performance and utility costs savings of each option. The model's system components are fine tuned to reflect actual consumption of electricity, natural gas, fuel oil and water.

Life Cycle Costs

We quantify the cost of options over their useful life. The life cycle costs are useful to capture not only the first costs to construct and the energy costs to operate, but also to account for variations in periodic and regular maintenance, and finally replacement costs at the end of a systems useful life.

Cost Estimates

Useful Life Cycle data starts with accurate project cost estimates. All our work is in the public sector work. We understand that successful projects are within budget. Our three prong approach in monitoring construction trends, relying on industry experts and drawing on staff experience ensures accurate project budgeting.

Finding a Balance

In understanding sustainable goals it is important to understand that each choice you make as a client is based on a balance of three basic and often competing criteria: First Cost, Quality Environment, and Operating Costs. Emphasizing one of these criteria has an inverse effect upon each of the others. For example, minimizing first costs may lead to compromises that impact the quality of the environment in interior spaces, or even lead to higher operation costs than what would have been realized with additional first cost investments. Our approach will walk you through a number of different areas of focus to determine those goals and develop solutions for those specific choices.



Wold is familiar with many recognition programs that can provide sustainable design metrics, such as rebates and tax incentives, LEED, Energy Star and the Minnesota Sustainable Building Guidelines (MSBG).

Wold projects designed with LEED Guidelines:

- » Minneapolis Emergency Operations Training Facility, Fridley, MN
- » Gordon Parks High School, St. Paul, MN
- » George W. Gibbs Jr. Elementary, Rochester, MN
- » Carlton County Community Services Building

Wold projects designed with MSBG Guidelines:

- » Ramsey County Law Enforcement Center, St. Paul, MN
- » Dakota County Technical College Information Technology Improvements, Rosemount, MN
- » Alexandria Technical College Law Enforcement Training Addition, Alexandria, MN
- » Hennepin County Family Justice Center, Minneapolis, MN

Wold Projects measured with Energy Star Metrics:

- » Dakota County Northern Service Center, West St. Paul, MN (achieved 98% rating)
- » Redtail Ridge Elementary School, Prior Lake, MN

Wold Projects designed for U.S. Fish and Wildlife Guidelines:

- » Lakeville South High School, Lakeville, MN
- » River Falls High School, River Falls, WI



HIGH PERFORMANCE DESIGN

Data Driven Design

Use of energy simulations and energy analysis of the performance systems is an essential step to optimizing building performance. We have the expertise, resources, and experience to effectively use analytical tools to design buildings that achieve high performance through the selection of energy-efficient systems and strategies.

Engineered Value

Design decisions based on promoting life-cycle cost (operating costs), instead of first cost, can yield an owner long-term savings. Wold takes that notion of energy conservation performance strategy one step further and thinks of it in terms of integrating performance of all systems versus the independent performance of any one system.

Wold In-House Engineering for Sustainability

Wold believes that the key to success for a project is a coordinated effort between the architect and the mechanical and electrical engineering team. We have developed in-house engineering to facilitate coordination and provide the highest quality service for our clients. As with any successful team effort, we know that communication and common goals are essential. We approach all scenarios for engineering with the same enthusiasm: commitment to do the best job possible, always think of the client's needs first, and provide proactive communication.

Engineering Expertise

- » Heating and Ventilation Systems
- » Boiler Plant Design
- » Chilled Water Plant Design
- » Plumbing Systems
- » Fire Protection Systems
- » Geothermal Systems
- » Ice Storage
- » Building Automation Systems
- » Power Studies
- » Power Distribution Systems
- » Grounding and Lightning Protection Systems
- » Emergency and Back-up Generator Systems
- » PA / Sound Systems
- » Master Clock and Program Systems
- » Voice and Data Systems
- » TV / Video Systems
- » Card Access Systems
- » Camera / Video Surveillance Systems
- » Building Security Systems
- » Fire Alarm Systems
- » Lighting Design

Engineering Services

- » LEED Certification
- » Energy Star Certification
- » Sustainable Design
- » Facility Analyses
- » Facility Planning
- » Schematic Design
- » Design Development
- » Construction Documents
- » Code / Life Safety Upgrades
- » Energy Analyses / Rebate Assistance
- » Construction Administration
- » On-site Observation
- » Commissioning
- » Post Occupancy Evaluation
- » Project Management

BENEFITS OF IN-HOUSE ENGINEERING

- » Our LEED accredited architectural and engineering personnel have worked together on projects for 50+ agencies
- » Improved communication between the architects, engineers, and all stakeholders.
- » Schedules are better controlled, budgets met and performance is enhanced
- » Coordinated contract drawings and specifications better reflect your desires
- » Cohesive integration of systems between architecture/engineering components.



Innovation in Sustainable Building Solutions

While bricks and mortar haven't changed for millennia, mechanical and electrical systems have continued to evolve, gaining speed at the rate that systems are becoming more efficient as time goes on. In addition, new concepts are being developed and tested, creating higher performance exterior envelopes that keep the variable Minnesota weather outside of the building, let daylight in, and keep the interior environment comfortable for the occupants.

HIGH VALUE PROJECTS

In our experience, we have developed a top ten hit list of energy saving opportunities that result in "high value" projects. The following list of opportunities may not occur at every building but will be a high priority of evaluation.

TOP TEN "HIT LIST"

- » **Lighting**- Lighting technology continues to evolve into ever more efficient lighting systems. A modernization of lighting will typically result in a total electrical use energy reduction of 10% to 15%.
- » **Lighting Off Controls**- The greatest energy savings is the result of a fixture that is turned off when it is not needed. There are a number of strategies that need to be investigated.
- » **Outside Air Management**- 30% to 40% of a buildings energy use is related to conditioning outside air for ventilation. Pver ventilation or exhausting excess air is a significant opportunity to save energy.
- » **Building Control Systems**- Over time, building control systems often fall into a state of disrepair and no longer are operating to meet the original design intent. A review of the system performance through trend logs or direct observations can highlight potential issues.
- » **Occupancy Scheduling**- Reducing system run time to match actual occupancy can significantly reduce energy. Run times may be further reduced by providing an occupancy override button for occasional occupancy.
- » **High Efficiency Boilers**- Modern hot water condensing boiler technology can significantly reduce energy consumption. Our recent project have produced gas utility savings of up to 40%.
- » **Plug Loads**- What people plug in is often an overlooked energy user. Electric heaters for comfort control may be a symptom of mechanical systems that are poorly working. Point of use refrigerators and other low quality motors can result in power factor penalties.
- » **Power Factor**- A poor power factor results in essentially paying for energy that is not even used. A controlled power factor correction capacitor at the service is a low cost remedy if it cannot be corrected at the source.
- » **Ratchet Charges**- The utility rate structure may penalize a building for usage that varies throughout the year. Ratchet charges may be easy to correct through operational charges or demand limiting.
- » **Variable Speed Control/ High Efficiency Motors**- With the low cost of the modern variable speed drive and operational benefits, constant speed systems with low efficiency motors need to be considered for replacement.



Historic Renovation

Through the work of historic preservation, Wold Architects and Engineers is proud to play a role in maintaining a county's heritage. Deciding to renovate a historic facility presents the challenge of faithful restoration, while integrating technical and functional improvements into the fabric of the original design. As a firm familiar with the renovation of historic structures, Wold brings a process and solutions that are both loyal to a building's unique character, sensitive to the county, and responsive to its future.

Through detailed research and documentation, our dedicated team will gain an understanding of the original designer's style and intention, the previous work performed on the building, and the physical context of the historic structure's surroundings. This process ensures that updates and repairs blend seamlessly with the vision of the original designer and the needs of the community. Whether it be structural maintenance concerns or redefining a building's function, our architects, engineers, and consultants will work closely with you to maintain the dignity of the past while preparing for tomorrow.

Wold's approach to accomplish these goals is to bring together a team of experts to fill the unique roles needed on this project. We have applied our learnings on government facilities on each successive project with these requirements to ensure success. Historic renovation efforts typically need to consider the following issues:

- » Early involvement with regulatory or advisory agencies to communicate knowledge and start the process moving for better results
- » Mechanical/electrical systems upgrades
- » Awareness that ADA issues go hand in hand with renovations
- » Focus is typically on exterior elements as opposed to interior
- » Adherence to actual materials can have a major impact on budget and cost – identification of these elements early is critical
- » Applicable standards and financing
- » Site survey and documentation methods
- » Protecting finishes and features
- » Presence of hazardous materials
- » Identifying and qualifying specialty contractors

When historic preservation or restoration work is part of the scope of the project, we will involve experienced staff from our offices to consult on or be part of the team to be successful in our approach from start to finish.

Our Understanding



WHAT WE KNOW

- 1 You are interested in engaging an architectural / engineering firm to perform a Space Needs Assessment and Projected Building Program Analysis of a number of your facilities including:
 - » Courthouse
 - » Law Enforcement Center
 - » Highway Buildings
 - » Historical Society
 - » Human Services Building
 - » Environmental Services
 - » County Attorney Building
 - » Countryside Public Health Building
- 2 Additionally, you are interested in an in-depth assessment of your existing facilities and desire a professional evaluation of your facility infrastructure.
- 3 Swift County is interested in an evaluation of existing space usage, shared use potential, and establishing a space standard for different types of space usage.
- 4 The end result of this effort should be an integrated approach that addresses; facility condition, space usage and projections while developing a phased implementation.



Our Understanding (Continued)

WHAT WE KNOW (CONTINUED)

4

Through our tour of the buildings that are part of this project we have the following initial observations:

Courthouse

Minor remodeling is needed to address inefficiencies in departmental layouts where operational changes and customer service improvements have not been supported by parallel facility improvements. Performing these upgrades at the same time that mechanical and electrical system improvements are made will minimize staff and customer disruption.

Law Enforcement Center

Minor remodeling is needed to address changing needs of dispatch services. In addition, a jail population study should be performed to confirm the projected bed needs and the comparative costs of building to accommodate this need versus renting beds in neighboring counties.

Highway Buildings

As a relatively new building, the office space is in great condition with a surplus of space. Determining how to better utilize this space while maintaining the future flexibility and growth must be addressed by the space analysis. The Maintenance Building and Cold Storage buildings need to be addressed by a thorough facility analysis as well as a vehicle need projection.

Historical Society

Incorporating the heating, cooling and climate control needs of museum artifacts and archives into the report and prioritization is important.

Human Services Building

Analysis of staff space needs is the highest priority to identify the 10 and 20 year projections and identify how to accommodate this staff need. The break room must respond to this space need too. Work flow and data privacy at the reception must also be addressed in a way that adds security without affecting customer service. Cooling at the data room is needed.

Environmental Services

Although the building is spacious for the sorting, bundling and transfer of materials, the addition of offices was an afterthought and has led to many facility problems and poor staff work environments that should be addressed.

County Attorney Building

After recently being purchased and remodeled by the County, this facility should have a high level facility analysis and a space needs projection performed to determine its long range needs.

Countryside Public Health Building

With recent changes in services offered and the subsequent reduction in staffing, this facility has some excess office space. Determining how to best utilize that space now and into the future is the biggest space needs challenge. Performing a facility analysis to determine the facility's infrastructure deficiencies is important too. The highest facility priority will be to resolve the issue of ice forming on the floor of the storage room.



Our Process

STEP 1: KICKOFF MEETING/COMMUNICATION

- » Begin collaboration discussion with Swift County leadership regarding expectations, goals, past findings, political issues, etc. to establish clear understanding and open, clear lines of communication.

STEP 2: GATHER DATA / PREPARATION

- » Assemble any pre-existing data on existing building plans, building usage, demographic projections, current service levels and staffing levels.

STEP 3: INITIAL PROGRAMMING MEETINGS/INTERVIEWS

- » Augment data with site visits and interviews of key stakeholders to understand current building usage, procedures, policies, and practices.

STEP 4: ESTABLISH AN IDEA OPERATIONAL MODEL/TRENDS

- » Review a selection of National and regional facilities to learn from them.
- » Presentations of trends and learnings from peers who have been involved in creating County Service Center facilities
- » Develop refinements to space program based upon revised operational models.

STEP 5: AGREED UPON NEED/PROGRAMMING

- » Achieve consensus on spaces, adjacencies, geographies, and amenities.

STEP 6: OPTION DEVELOPMENT / REFINEMENT

- » Development of facility options that work and ones that don't work to prove it.
- » Adjust options based on Core Planning Group feed back.

STEP 7: ESTIMATE COSTS / ACCURATE BUDGETING

- » Establish probable cost of construction for each option.
- » Investigate operational cost impacts.
- » Peer review resulting cost models.

STEP 8: ANALYZE OPTIONS / EVALUATION

- » Use previously established criteria to evaluate all options
- » Compare and contrast each option's advantages and disadvantages on a matrix

STEP 9: SUMMARIZE FINDINGS/DOCUMENTATIONS

- » Summarize and simplify findings into concise, legible reports to allow for easy understanding of facts
- » Review with Project leadership for suitability and context

Step 1: Kick Off Meeting = Communication

We believe it is important to start the project with a meeting, attended by key stake holders and users, where all are given opportunity to voice their priorities and concerns in the presence of other participants. We consider this group of people to be the Core Planning Group and to remain consistent throughout the course of the study. This initial meeting covers topics such as project management, lines of communication (and other resources access), project milestones schedule, key staff availability for interviews, meetings, review of the work plan, and identification of key issues and goals of the project team representatives.

- » Establish format, protocols, and applicable standards
- » Develop “user-friendly” format to suit needs
- » Identify base-line assumptions and minimum standards
- » Identify all personnel whose input is required or desired
- » Identify applicable building codes and standards per jurisdiction as required
- » Develop list of “baseline standards” as they pertain to program modifications

The most important outcome we wish to achieve is at the kick off meeting is to set the tone that the Space Needs and Program Analysis will be a collaborative effort. The Wold team will provide guidance for navigating the study process, will provide subject matter expertise and national trends and will provide the resources to complete the study. But will rely on the members of the Core Planning Group to establish to the criteria for what an ideal facility will be.



Participatory Planning Process

The goal of the Wold team on every project is to make the entire process of planning for public facilities predictable and enjoyable. Our approach to program development includes a process for engaging the users and stakeholders in an interactive process that produces a high level of ownership of the final report and its recommendations. Preliminary and validation meetings assure that all needs are accurately defined and any policy issues are identified early on. The final Space Needs and Program Analysis document is crucial to proving the feasibility of the project and to the success of the eventual facility design.

Our space needs studies are structured as “dialogue documents” illustrating the interface between organizational structures and the resulting space implications. The documents are clearly written and highlight the decision making criteria and process used to identify the key design issues. These provide a clear method for delivery of new facilities.

This process answers these fundamental questions:

- » How big should the spaces be?
- » How much future expansion should be anticipated and when will it be needed?
- » How much future expansion should be built-in versus added later?
- » What are your goals for sustainability?
- » How will emerging technology impact infrastructure needs?
- » How will emerging management structures impact space needs?
- » How much should be budgeted for today? For tomorrow?

Core Planning Group

The Core Planning Group would consist of key decision makers who would work to evaluate design options using criteria established by the group, prior to recommendation to Administration and the Board for approval.

Successful Participatory Planning

- » Core Planning Group must be empowered to make recommendations
- » Core Planning Group must be willing to make decisions
- » Core Group requests information from input givers
- » Input givers’ role is for input, not consensus decision
- » The more efficient the Core Planning Group, the faster the project can develop

Step 2: Gathering Data = Preparation



After we have clearly agreed upon objectives, pre-design schedule and approach, we believe that it is most effective to compile all of the available information about the facilities and operations and review the information with the staff who have been operating the facilities. This information includes plans, specifications and any other relevant documents. We take that information and start developing a database of facility information to accelerate our learning curve and minimize time in the field, including:

- » Building Plans
- » Facility Energy Usage
- » Statistical Data
- » Demographic History
- » Demographic Projections
- » Existing Building Plans
- » Existing Facility Energy Usage & Operational Cost
- » Statistical Data: Like Caseload

We do our homework before showing up on site for interviews. This includes the review of existing documentation of which we are aware and the request of additional information which may be crucial to the project. Questionnaires are developed and distributed in a hierarchy (each questionnaire will target the level of information desired). An overview of long-term issues, objectives from upper level staff and other agency needs, as well as the detailed input of specialists for various components of the project are considered. With this approach, Wold will assist in defining the overall operational goals for the facility and establishing a context for input from mid level management and end-users, as well as other members of the county and consultant project team.

Facility Analysis and Assessment

Facilities Analysis will give you the tools to establish priorities based on your values. Wold will create a database from which you can establish priorities and build a long-range plan for improvements. Wold staff will investigate your current facility's physical conditions and deficiencies. From this information we will determine issues and develop solutions that improve conditions and eliminate deficiencies. We do this by spending time in your buildings, visiting with the "users" of the facilities and identifying needs and issues. These needs and issues are prioritized, with your input, costs are assigned and all information is analyzed. The findings are then compiled into a user-friendly tool on which you can rely to develop long-range goals.

AREAS OF ASSESSMENT

SITE	The site and its surroundings including parking areas.
EXTERIOR	The exterior envelope, roof, windows, walls, coping and doors.
INTERIOR	The condition of the interior spaces and finishes.
ACCESSIBILITY	Analyze and Addresses the overall handicapped accessibility conformance of the facility
LIFE SAFETY	Explains life safety and code deficiencies as discovered during field observation.
HAZARDOUS MATERIALS	Covers the information provided by the County concerning asbestos materials present and any water issues.
MECHANICAL SYSTEMS	The existing mechanical systems/components and their known and discovered deficiencies
ELECTRICAL SYSTEMS	The existing electrical systems/components and their known and discovered deficiencies.
SPACE SUMMARY	Update plan in AutoCAD and provide room and total building square footages.
TECHNOLOGY	Documents the existing non-direct technology systems and components and their known deficiencies.
EXPANDABILITY	Addresses the factors involved in any increase in building size or modification of the facilities.

FACILITIES ASSESSMENT REPORT

Each of the eleven areas of assessment outlined at the left is compiled into a report that includes:

- » A list of analysis statements which describe conditions or deficiencies.
- » A list of issues which describes the action necessary to resolve mentioned conditions or deficiencies.
- » Accompanying each issue is a cost based on projected costs.
- » All of the issues with their accompanying costs need to be reviewed and prioritized with a facilities advisory committee.

Category	<table border="1"> <tr> <td>Site</td> <td>Exterior</td> <td>Interior</td> <td>Accessibility</td> <td>Life Safety</td> <td>Hazardous Materials</td> <td>Mechanical Systems</td> <td>Electrical Systems</td> <td>Program</td> <td>Technology</td> </tr> </table>	Site	Exterior	Interior	Accessibility	Life Safety	Hazardous Materials	Mechanical Systems	Electrical Systems	Program	Technology
Site	Exterior	Interior	Accessibility	Life Safety	Hazardous Materials	Mechanical Systems	Electrical Systems	Program	Technology		
Analysis describing findings	<div style="display: flex; justify-content: space-between;"> Facility Name </div> <p>Analysis</p> <ul style="list-style-type: none"> • Neither building has a fire alarm system with a visual component for alerting the hearing impaired of an alarm. • 1927 Building • The stairwells require handrail extensions. Student restrooms on the first floor have 30" wide doors and are not accessible. There are not accessible toilets on the second floor. The second floor is not accessible. Access to the cafeteria is through a pair of 30" doors which is not considered accessible. None of the doors have lever handles. • 1954 / 1958 / 1970 Building • The 1954 building including access to the media is presently not possible for handicapped occupants. Toilets and showers in the locker rooms are not accessible. The stage is not accessible. The student and staff toilets do not meet current accessibility standards. The front door does not have a power assist opener. None of the doors have accessible handles. 										
Specific issues, projects defined in analysis	<p>Issues</p> <ol style="list-style-type: none"> 1. 1927 Building Modify first floor toilets to make them accessible. Priority: 1d Cost: \$40,000 2. Add men's and women's handicapped accessible single stall toilets on the second floor. Priority: 1d Cost: \$25,000 3. Extend handrails on the stair wells. Priority: 1d Cost: \$2,400 4. Add an elevator to serve the second floor. Priority: 1d Cost: \$150,000 5. Modify the doors into the cafeteria. Priority: 1d Cost: \$6,000 6. Install lever handles on all doors. Priority: 1d Cost: \$8,000 										
Priority is established with client											
Project costs to perform work											

Step 3: Initial Programming Interviews

The goal of the Wold team is to make the entire process of planning for facilities predictable and enjoyable. Engagement of the users and supervisors in an interactive process produces a high level of ownership in the final solution. Our data gathering process maximizes the input and understanding of all participants. Preliminary programming and validation meetings assure that all needs are accurately defined and that any policy issues are identified early in the process. The final outcome of these meetings will be an agreement on the space needs related to the front line customer service representatives. This agreement is paramount to the success of the facility study.

Initial programming interviews, with the department staff, will be conducted by Wold to gather the necessary design information and identify space needs. In order to determine future staff and space projections, demographic information of the county will be consulted.

INITIAL PROGRAMMING WILL FOCUS ON THREE SUBJECTS:

How do you operate today and what space is needed to support it?

This will create the basic building blocks of the program by replicating what exists today in the current facility. This approach has the risk of becoming a facility too large to become politically acceptable.

What staff and space is required to support customer service operations and what can be remoted?

This will reduce the size of any new renovations and additions by only planning to build for staff and services with direct public contact, but risks decreasing the efficiency of departments by splitting administrative and management staff from frontline staff.

How does changing the operational method or organization affect the staffing and space needs?

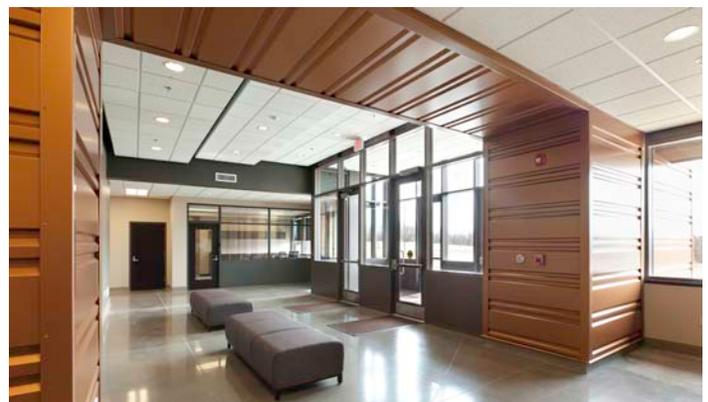
This is the most critical aspect of the study. By exploring new organizational, operational, and service delivery models, not only can space needs be reduced, but staff efficiency and customer service can be improved.

Wold will assimilate the space program information into a draft document, present to the client and its staff for review, and follow-up with a series of interviews in which the client provides feedback on the document. Based on the comments received, final documentation of the space program will be prepared, as well as supporting design and programming information.

Significant on-site work by Wold will facilitate users' response with access to their work environment. The responses of the staff can be comprehensive and being on-site allows the consultant team to identify true needs versus wants. This also allows Wold to gain quick responses for preliminary findings that are identified after the initial round of interviews. The on-site work is very interactive. A workshop approach is employed and interaction between the presenter and the group is encouraged. This tends to create additional enthusiasm for the effort and support from key staff.

The analysis of current and future requirements is intended to develop the space needs program through interviews, dialogue and analysis of existing information while exploring functional groupings and adjacencies to enhance the County's mission.

- » Identify and/or create policy related to space standards by position for offices, work stations, meeting room standards, break room spaces, locker rooms, etc.
- » Conduct space needs review
- » Determine current space and operational efficiencies and organizational requirements through interviews with users
- » Create a space needs summary (tabulated list) indicating space quantity and type
- » Determine facility organizational concepts and create functional adjacencies and diagrams



Step 4: Establish an Ideal Operation Model = Trends



As you consider facility options, it is imperative that you be exposed to all relevant and potential trends affecting county services across the region.

Tours of Similar Facilities

Tours of similar facilities have proven to be beneficial. Much can be learned regarding the needs and desires of a staff while touring recently completed facilities and dialoguing with peers. While Wold realizes there are a number of issues in common for County facilities across Minnesota, it also recognizes that each county and its facility needs are unique and that the most appropriate solution for one agency is often very different for the next. Each agency has very specific requirements and constraints that relate directly to its operational structure and objectives.

A cornerstone to Wold's success has been a commitment to addressing constantly changing technologies and evolving operational models. Consequently, the staff remains cognizant of the many special requirements imposed by accreditation agencies and the continually transforming federal regulatory requirements regarding healthcare, patient privacy, and Homeland Security. At the heart of successful service center facility design is careful consideration to the planning of features, such as expedited customer service, staff safety, and flexibility to adapt to future regulatory requirements as well as mandated services.

Seeing how other similar entities have responded to these considerations will allow Swift County to gauge what is right for your operations.

Step 5: Agreed Upon Need/Programming



Validation interviews and work sessions are important for the client, its staff, and the consultant team. Following the first round of interviews and work sessions, Wold will present its preliminary findings. This provides the team with the opportunity to share with the client the new ideas and concepts that have been generated thus far and will ultimately reveal the direction of the needed facility upgrades. The validation process also aids in the understanding of vital project information, leading to confident decision-making. Additionally, the validation interviews and work sessions allow the consultant team to make certain it has accurately heard the client and for both consultant and client to test the information developed. Once this process has been completed, the basis for initial and future space needs, demands on infrastructure, along with the operational requirements, and spatial adjacencies allow for reasonable project costing.

Creation of a Square Footage Program

Utilizing all the gathered information, create a complete matrix of information including current and future needs.

- A. Summarize all existing staff positions by name/title and existing square footage utilized
- B. Identify all existing spaces and their square footage and determine if the square footage is adequate. If no, determine what is needed to make them the appropriate size
- C. Create a square footage space needs program broken down by department for the future needs. Square footages will be based on both net square feet (usable area) and gross square feet (circulation, mechanical, electrical, etc.).
- D. Identify square footage needs program for the remaining departmental areas. To fully understand the County's real estate needs and analyze options Wold will define the needs of non-customer service related space will be identified.

Step 6: Options Development/Refinement



Options Development

Our assessment of your facility space needs will drive the development of the three options. When these options are judged with the values and priorities of the Core Planning Group and the community, the right option will present itself.

We know that it is important to fully develop all three site solutions, but it is also imperative to develop any other options to prove to decision makers that all options have been vetted. It is also important to document why certain solutions are deemed failures and are abandoned. Our team is committed to fully investigate all possible solutions to the study.



Step 7: Estimated Costs = Accurate Analysis



Construction Cost and Budget Management

Wold's reputation relies upon accurate cost estimation and proactive budget management. Our successful strategies and methodologies approach budget management as an ongoing task.

Planning Impact on Construction Costs

We know that the first 20% of the decisions made affect 80% of overall construction cost. With public funding involved in all of our projects, we understand the importance of quality estimating from the beginning of the planning and programming phase in assuring cost control and project success during the design and construction phases. Therefore, we take the initial planning very seriously, because it is the key to the budget. Wold's approach to cost benefit analysis includes:

Trends

We maintain a file of regional building projects, updated quarterly. We have the ability to average gross costs for each specification section and relate that cost to a specific building type in the government market.

Staff

Our cost estimating staff will complete detailed material take-offs and cost estimates. These estimates are checked against the regional trends.

Experts

We call in contractors, cost estimator and vendors to check our numbers and verify cost. This final check gives us the "mood" of the bid market and reinforces our estimates.

Operational Costs

We also know that construction costs may only account for 10-20% of the cost of a new building over 25 years. Operational costs such as staff salaries, utilities, and maintenance can account for up to 90% of the cost of a facility. Therefore, Wold focuses its efforts in planning not just on right-sizing the building, but we focus on operational efficiencies.

- » We make sure that buildings are planned to be as **energy-efficient** as possible
- » We make sure that buildings are planned to be as **staff efficient** as possible
- » We make sure that buildings are planned to be as **durable** as possible

Step 8: Analyzed Options = Informed Decision Making



Early in the study process, the most critical activity of the Kick-Off Meeting and subsequent Core Planning Group meetings is to develop criteria for a successful facility. It is an important activity early to gain consensus on characteristics of a facility which will allow the project concept to flourish. This information is critical late in the study to be able to reflect back on those original criteria to use as metrics in evaluating the many solutions developed.

Leading an exercise in which the Core Planning Group openly discusses and comes to consensus on how each optional solution addresses or responds to every criteria is an important component in the process to developing a recommended solution.

Wold knows that summarizing all of the complex criteria and evaluations into an easy to read, intuitive matrix will allow the County Board or any decision makers to be quickly informed of all relevant information. By including all relevant information in one document, the limited time that is typically available in front of the Board and Administration can be used for productive discussion of the recommendation instead of being wasted by using the time to explain the process to get to the end and the data that resulted. An evaluation matrix streamlines the presentation and simplifies the approval process.

II. Project Background Narrative

C. Alternatives & Options

Site Evaluation Matrix

RECOMMENDED OPTION

CRITERIA	Criteria Rating (1-5)	Sheriff's Communications Facility 8300 Naper Street Golden Valley, MN 55427	Sheriff's Patrol Headquarters 9401 83rd Avenue North Brooklyn Park, MN 55445	Public Works Facility 1600 Prairie Drive Medina, MN 55430	Adult Corrections Facility Vacant Facility Site 1245 Shenandoah Lane, Plymouth, MN 55447
A Centralized Location in County (Radio Transmissions)	5	CENTRAL Acceptable	NORTH Acceptable	WEST Outside the center of the bullseye.	CENTRAL Acceptable
B1 Proximity to Clients and Customers	5	Best facility for customer service and dependent agencies.	PROS: Slightly closer to most large dependent agencies. CONS: Further from densest location of maintenance work.	CONS: Not convenient to most large dependent agencies. Further from densest location of maintenance work.	PROS: Slightly closer to most large dependent agencies. CONS: Further from densest location of maintenance work.
B2 Proximity for Emergency Maintenance	5	CENTRALLY LOCATED Acceptable	Slightly out of geographic center. Infrastructure response time is increased.	Not close to most towers in network. Infrastructure response time is greatly increased.	CENTRALLY LOCATED Acceptable
C Self-supported Tower vs. Guyed Tower	5	GUYED TOWER CON: Susceptible to ice fall. Extra site area required.	SELF-SUPPORTED TOWER	GUYED TOWER CON: Susceptible to ice fall. Extra site area required.	SELF-SUPPORTED TOWER
D Access to Site (Major Highways)	5	PROS: Adjacent to Highway 169 CONS: In residential neighborhood.	PROS: Adjacent to Highway 169, near 694 CONS: Located on Cul-de-sac.	PROS: Adjacent to Highway 55 CONS: 8-10 miles west of 494/694 loop	PROS: 1 mile west of Hwy. 494 on Cty Rd. 6 Multiple access/exit paths.
E Availability of Infrastructure (Utilities)	4	Yes	Yes	No fiberoptic connection to county network.	Yes
F Adequate Buildable Acreage	4	NO: Very tight site to fit new facility May be impossible to meet hard surface reqs.	NO Will require acquisition of adjacent property (east) 4.68 acres - Eaton property 5.95 acres - vacant Scherer Bros. property	YES Preferably to the west of Guyed Tower	YES Existing vacant facility site approximately 4.0 acres
G Site Security	4	Fenced perimeter already exists. Extra building setback is not likely due to minimal site.	Fenced perimeter possible. Single point access is easily controlled.	Fenced perimeter possible. Limited public traffic.	Fenced perimeter possible. Limited public traffic due to ACF campus.
H Existing Tower Reuse	3	YES Would require investment in upgrading existing redundant facility at Sheriff's Patrol HQ	YES Parcels east of Patrol Headquarters	YES	YES
I Requirement for Land Purchase	3	POSSIBLE Potential residential property west of facility	YES Parcels east of Patrol Headquarters	NO County owned land adjacent to existing tower	NO County owned land adjacent to existing tower. Existing vacant facility site north of Men's Facility
J Compatible with Local Zoning	2	ZONED - I-4 Conditional Use	ZONED - BP-1 Conditional Use	ZONED - RC Conditional Use	ZONED - PI Permitted Use
K Separation from Rail, Airports & Pipelines	1	Good separation, within residential neighborhood	PROS: Good separation CONS: On approach for Crystal Airport (3 mi southeast) Close to rail line (1200 ft east)	Adjacent to rail line (north of property)	Good separation, seems to be under an aircraft landing pattern (6 mi southeast)
L Collocation with Compatible Facilities	1	YES Potential for future EOC or Data Center Location	Adjacency to other Sheriff's Dept. Unit could lead to some efficiencies	NO Not compatible with PW Facility	Perceived personal safety risk for staff.

Sample Site Evaluation Matrix

Step 9: Documentation = Clear Results



Wold is proud to have collaborated with two dozen other Minnesota Counties on many studies. Through these experiences, our team has learned the county's expectations for a thorough, high quality final report supported by presentation materials that have professional quality graphics but are simple and intuitive.

In addition, our team knows that Swift County's current facilities are already a regional asset and the goal of the study is to define how any changes will need to support this role. Wold knows what effort is required to author a useful and complete a Space Needs and Program Analysis and has demonstrated our ability to do so.

In addition, developing a clear document that illustrates—to the Board and to the taxpayers—the straightforward rationale for a facility decision is of utmost importance to the development of this facility moving forward.

CAPACITY OF THE WOLD TEAM

Like many firms today, we have ample resources to meet your needs. The Wold team is available to begin work on this project as soon as we're notified of our selection. We are committed to Swift County and will dedicate our time, staff and resources to ensure the Space Study is completed on time and on budget.

COMMITMENT OF THE WOLD TEAM

The commitment of each team member will vary slightly throughout the project as we move from visioning to interviews, through development of deliverables. We have reviewed the current obligations of each committed team member and are confident that they will be able to provide the necessary effort for this project. There are no current obligations that will prevent any team members from participating at the necessary phase or level expected.

CONSISTENCY OF THE WOLD TEAM

What makes our team truly unique is our consistency. We have all worked together at Wold for a decade and a half and completed many Space Needs and Program Analysis projects together. That knowledge base and coordination gives Wold great efficiency in delivering the highest quality report to you.



PARTNER-IN-CHARGE
JOEL DUNNING
 AIA, LEED AP

FACILITIES PLANNER
JOHN MCNAMARA
 AIA, LEED AP

WOLD LEADERSHIP TEAM

<i>PROJECT MANAGER</i> JONATHAN LOOSE PE	<i>MECHANICAL ENGINEER</i> KEVIN MARSHALL P.E., LEED AP BD+C
<i>INTERIOR DESIGNER</i> LYNAE SCHOEN IIDA	<i>ELECTRICAL ENGINEER</i> BRADLEY JOHANNSEN P.E., LEED AP BD+C

WOLD RESOURCES
 170+ ARCHITECTS, ENGINEERS, AND STAFF

CONSULTANT TEAM

<i>STRUCTURAL ENGINEERING</i> RON LAMERE, P.E. BKBM Engineers	<i>CIVIL ENGINEERING</i> DAN JOHNSON Anderson Johnson Associates	<i>COST CONSULTING</i> BILL WOLTERS W.A. Wolters Consulting
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Education

Bachelor of Architecture

Ball State University, Muncie, IN

Bachelor of Science— Environmental Design

Ball State University, Muncie, IN

Partner-in-Charge

Joel Dunning // AIA, LEED AP

As Partner-in-Charge, Joel is responsible for governmental facility planning, and design projects. He has a great depth of experience in renovated facility design and new facility planning. Joel has special expertise in leading teams to accomplish technical, functional and operational objectives for masterplanning ensuring expectations are met. Joel brings nearly 20 years of experience to the team, and will provide an excellence in leadership and professional service, through his energy and passion for your success.

Carver County

- » Law Enforcement Center
- » Justice Center/LEC
- » Hearing Room Remodel
- » Jail Security Systems Upgrades
- » Jail Shower Improvements
- » Courts Addition

Ramsey County

- » New Law Enforcement Center
- » New Juvenile & Family Justice Ctr
- » Juvenile & Family Justice Center
Detention Door Upgrades
- » Family Courts Relocation
- » Courthouse/St. Paul City Hall
- » East Metro Crisis Center

Hennepin County

- » ACF Capitol Preservation Masterplan
- » ACF Boiler Study and Plant Addition
- » ACF Asset Preservation
- » ACF Mens Kitchen Remodeling
- » ACF Mens Visiting Upgrades
- » ACF Workrelease
HVAC Upgrades Phase I
- » ACF Workrelease
HVAC Upgrades Phase II
- » Emergency Operations Training Center
Pre-Design
- » Sheriff's Communications Facility Pre-
Design Study
- » 911 Communications Center

Goodhue County

- » Law Enforcement Center
- » Justice Center / LEC
- » Master Plan

Jackson County

- » New Resource Center

Crow Wing County

- » Master Plan
- » New Jail
- » New Judicial Center
- » New Community Services Bldg
- » LEC Remodeling
- » Historic Museum Upgrades
- » Historic Courthouse Remodeling
- » Courthouse Annex Remodeling
- » Law Enforcement Center Predesign

Dakota County

- » Jail Remodel
- » 911 Communication Center
- » Northern Service Center
- » Courts Upgrades
- » Security Systems Upgrades

Dodge County

- » Public Health Relocation

McLeod County

- » New Law Enforcement Center

Meeker County

- » Public Works Facility

Scott County

- » Government Center Boiler Upgrades
- » Courthouse Remodeling
- » Government Center Remodeling
- » Justice Center

Carlton County

- » New Health and Human Services
Building



Education
Architecture and Engineering
 University of Minnesota

Architecture
 Saddleback College, CA

Facilities Planner

John McNamara // AIA, LEED AP

In his role as Facilities Planner, John will utilize his expertise to coordinate the team's planning expertise with the functional and programmatic needs of Swift County to create facility options which meet your criteria. He has developed an expertise in his more than 20 years of experience in the design of courts, law enforcement centers, 911 communication centers and master planning of county facilities.

Carver County

- » Service Delivery Plan
- » Courts Addition and Renovation
- » Health and Human Services Remodel
- » Justice Center
- » Law Enforcement Center
- » Master Plan

Redwood County

- » LEC / Jail Planning
- » New Government Center
- » Courthouse Elevator Improvements

Rice County

- » New Jail Study
- » New Jail Site Study
- » Courthouse Renovation
- » Jail Renovation

Carlton County

- » Law Enforcement and Human Services Study
- » New Health and Human Services

Dakota County

- » 911 Communications Center

Ramsey County

- » 911 Communications Center
- » Law Enforcement Center
- » City Hall/Courthouse Weapons Screening

Hennepin County

- » Family Justice Center
- » C-3 Courts Renovation / C-6 Courts Renovation
- » PSL Security Improvements
- » County Home School Improvements
- » ACF Work Release Improvements
- » ACF Men's Unit Kitchen Remodel
- » HCGC Skyway Revolving Doors
- » HCGC 6th Street Fencing
- » HCGC Ramp Entry Improvements
- » HCGC Vertical Delivery System

Meeker County

- » Public Works Facility
- » Courthouse Renovation
- » Law Enforcement Center

Hennepin County Medical Center

- » Asset Preservation Plan
- » Perimeter Door Security Improvements
- » P&A Lab Improvements
- » HFA Shapiro Due Diligence Study

McLeod County, MN

- » Courthouse Security Upgrades

Jackson County

- » Courthouse Renovation

Mower County

- » Courthouse Remodeling

Washington County

- » 911 Communications Center
- » 2025 Campus Master Plan
- » Courts Remodel and Expansion

Dakota County

- » 911 Communications Center
- » Administration Services Addition and Renovation
- » Northern Service Center

Yellow Medicine County

- » Courthouse Space Needs Study

Crow Wing County

- » LEC Space Needs Study
- » Master Plan

Dodge County

- » Facilities Need Study Phase I



Education
Bachelor of Science —
Mechanical Engineering,
 Valparaiso University

Project Manager

Jonathan Loose // P.E., LEED AP

Jonathan brings a unique and effective perspective as Project Manager for the Swift County Space Needs and Program Analysis. With his mechanical engineering background, he will offer a systems coordination viewpoint to the planning and implementation phases. He will develop and manage a detailed schedule of progress milestones and track when critical decisions are needed. Knowing the mechanical and electrical considerations the renovation opportunities will require, Jonathan's leadership will promote a balance of common sense engineering with effective space planning and potential costs. He is accustomed to directing our multi-disciplined team and is an Associate of the firm.

Scott County

- » Jail and Annex Demolition
- » Government Center Boiler Upgrades
- » Government Center Remodeling
- » Courthouse Remodeling

Dodge County

- » Facility Analysis

Ramsey County

- » New 911

Dakota County

- » Northern Service Center

City of Golden Valley

- » Facility Analysis

Hennepin County

- » Vertical Lift Upgrades

Annandale Schools

- » Elementary School Chiller Replacement
- » Middle School District Hot Water Upgrades

Shakopee Schools

- » New High School
- » District Cafeteria Remodel

Burnsville-Eagan-Savage Schools

- » District 10-year Master Plan
- » New Early Childhood and Special Education Center

Mount Clemens Community Schools

- » Facility Analysis
- » Administration Improvements
- » High School Renovations
- » Middle School Renovations

Great Lakes Academy

- » Facility Analysis

Riverview Schools

- » Facility Analysis

Harper Woods Schools

- » New Middle/High School

Pinckney Community Schools

- » Long Range Planning
- » Facility Analysis
- » High School Stadium
- » Performing Arts Addition
- » Transportation Facility
- » District Office Renovations

Roseville Community Schools

- » Roseville High School Ventilation Upgrades
- » Dort Elementary Addition and Renovation
- » Fountain Elementary Addition and Renovation
- » Junior High School Renovation
- » Administration building Renovations

Redford Union Schools

- » Facility analysis
- » Long Range Planning
- » High School Renovations
- » Middle School Renovations
- » District Wide Boiler Upgrades

Harper Woods Schools

- » New Middle/High School

Lakeshore Schools

- » Pool HVAC Improvements

Nicollet Junior High

- » Ventilation System Upgrades

Metcalf Junior High

- » Ventilation System Upgrades

Sioux Trail Elementary

- » Ventilation System Upgrades

William Byrne Elementary

- » Ventilation System Upgrades

Cedar Alternative Learning Center

- » Mechanical Infrastructure Renovation



Education
Bachelor of Science — Interior Design

North Dakota State University

Interior Designer / Programmer

Lynae Schoen // IIDA

Lynae works with clients to define their needs through planning with functional relationships as a guide. Her interior architecture background provides a strong basis for the planning, selection and installation of interior environments. She works with each client to ensure that all aspects of planning, programming, design and documentation process are relative to the entire building package.

Ramsey County

- » Juvenile and Family Justice Center
- » Family Courts Relocation
- » Master Planning
- » New Jail
- » Law Enforcement Center
- » Commitment Courts
- » Arraignments Courts at NEW LEC

Crow Wing County

- » Master Plan
- » Community Services Building
- » Judicial Center
- » Courts Addition/Renovation
- » Jail
- » Law Enforcement Center

Dodge County

- » Space Needs Analysis
- » Public Health Relocation to Ag. Center
- » Facilities Master Plan

Hennepin County

- » C-3 Courts Renovation
- » Family Justice Center

Crow Wing County

- » New Judicial Center
- » Fixtures, Furnishings & Equipment
- » Master Plan
- » Community Services Building
- » Law Enforcement Center
- » Courts Addition/Renovation

Carlton County

- » Human Services & Jail
- » Planning Study
- » New Health & Human Services Building

Dakota County

- » Northern Service Center
- » Administration Addition
- » Burnhaven Library
- » Arraignment Court and Renovation Studies
- » Attorney's Office and Judicial Center Renovation

Winona County

- » Space Needs & Cost Analysis

Washington County

- » Countywide Master Plan
- » South Wing Remodel

Stearns County

- » Criminal Justice System Needs Assessment

Carver County

- » Courts Addition and Renovation

Jackson County

- » Courts Renovation Phase 1 and 2

Scott County

- » Courts Addition and Renovation



Education

Bachelor of Science — Mechanical Engineering

Washington University

Bachelor of Arts — Math and Physics

Macalester College, St. Paul



Education

Bachelor of Science — Electrical Engineering

University of Iowa



Lead Mechanical Engineer // Kevin Marshall

As Lead Mechanical Engineer, Kevin's experience with renovation and new design projects for federal, state, county and municipal governments provides a solid background of high-performing system solutions. He ensures that the engineering needs of the client are met and that an economical, quality solution is delivered.

Ramsey County/City of St. Paul

- » Courthouse/City Hall
- » Commitment Courts
- » Arraignment Courts at New LEC

Washington County

- » 2025 Campus Plan, Courts Additions, and Renovations
- » Needs Assessment, Program, and Schematic Design

McLeod County

- » Courts Renovation

Carver County

- » Courts Addition and Renovation

Hennepin County

- » Weapons Screening Renovation
- » 911 Communications Center

Lead Electrical Engineer // Bradley Johannsen

Bradley Johannsen has a robust knowledge of quality electrical systems and will apply that knowledge to the evaluation of your facilities' power systems. Bradley's experience in the public sector gives him a broad understanding of the high level expectations of sustainable, seamless electrical systems design that are flexible and adaptable as well as the detailed requirements of many types of facilities.

Dakota County

- » Northern Service Center

McLeod County

- » Courthouse

City of Farmington

- » Public Works
- » Police Department

City of New Ulm

- » City Hall Remodel
- » Public Utilities

City of Redwood Falls

- » Community Center Commissioning
- » Concession/Computer Room

Rice County

- » Courthouse Remodel

Cost Estimating // W.A. Wolters Consulting, Bill Wolters

Through Wold's long-standing association with W.A. Wolters Consulting, Bill has provided cost estimating services for 90% of Wold's projects. He is an integral team member, continually guarding the cost side of the design process. Bill remains involved in our projects from start to finish adding a crucial balance ensuring that creative design solutions remain within the client's budget.

Ramsey County

- » Law Enforcement Center
- » 911 Communications Center
- » Juvenile and Family Justice Center

Dakota County

- » 911 Communications Center
- » Administration Space Study / Addition and Renovation
- » Northern Service Center

McLeod County

- » Justice Center

Crow Wing County

- » Justice Center
- » Community Services

Hennepin County

- » 911 Communications Center Pre-Design
- » Family Justice Center

Proposed Fee

Wold proposes establishing a fixed fee at the project onset. We provide a comprehensive package of professional design and management services for each of our clients. All engineering and consultant services are provided in our fee. We believe that by establishing a fixed fee for each project, based on an agreed construction cost, this eliminates the potentially negative dialog that often happens regarding extra services. Our basic services contract with you goes well beyond what some other architectural firms would provide. Our commitment to you is to agree on a fixed fee and not request additional fees unless the scope of the project changes significantly.

Reimbursable Expenses

Customary reimbursable expenses would be in addition to our fixed fee proposal and typically run between \$3,000 and \$4,000 per million in construction for projects like this. Customary reimbursable expenses include:

- » Mileage in connection with the work
- » Printing and copying
- » Phone charges
- » Postage and mailing
- » Reprographics (work bid set)

These customary reimbursable expenses would be billed at cost without mark-up. Bid set printing is not included as a reimbursable expense, but would be directly billed to you to allow you to save on sales tax or provided by your construction manager.

PHASE I SERVICES

We value the previous work you have done in exterior envelope and mechanical systems studies and expect that the efforts of thoroughly confirming these elements will go quickly and allow us to do this confirmation at a significant discount.

Space Needs Analysis Effort	\$17,500
Estimated Maximum Reimbursable Expenses	\$2,000
Phase 1: Lump Sum Fee (including reimbursables) for Space Needs Analysis	\$19,500

PHASE II SERVICES

We consistently propose fixed fees based on the approved construction cost and for this project, we are proposing a fixed fee at 7.5% of the cost of remodel / addition and 6.0% of the cost of new building construction. The following calculation could be expected for architectural and engineering services for a remodeling project. We are proposing to bill the County in progress payments as the work is complete. Additionally, we believe in long-term client relationships and do not charge additional fees for following up with any warranty or project completion items after you occupy the building and we will not send you a bill for additional work in getting the building done right.

Example Remodeling Project Cost	\$1,250,000
Example Remodeling Construction Cost (<i>typically 80% of project cost</i>)	\$1,000,000
Full-Service Remodeling Fee Rate	x 7.5%
Typical Remodeling Fee	\$75,000
Estimated Reimbursable Examples (<i>\$4,000 per \$1,000,000 of Construction</i>)	\$4,000
Phase 2: Example Lump Sum Architectural /Engineering Services and Reimbursables	\$79,000



Why Wold

OUR COMMITMENT

Getting to Understand YOU!

- » The community you serve
- » Your values and history
- » Your goals and priorities
- » Your facility issues

Involving Your Stakeholders

- » Participation builds ownership of solutions

We Can Hit the Ground Running

- » Wold is available to start immediately, and will work with you to meet all of your time and budget requirements

OUR SERVICE

Proven Track Record

- » Our clients agree that their service expectations consistently are surpassed – it's what sets Wold apart from our competitors

We Communicate

- » Wold keeps your leadership informed through constant and consistent communication so you can answer to the community

Quality Documents

- » Our reports are thorough, coordinated and accurate—it's our job

OUR ACCOUNTABILITY

Firm Culture

- » We practice accountability internally and externally every day

Accurate Information

- » We arm our team with all available information to reduce the impact of unforeseen circumstances

Teamwork

- » Wold has dedicated an entire team to manage your project
- » We can help you fulfill your commitment to taxpayers

WOLD

architects
engineers
www.woldae.com

designers and researchers
for public environments



APPENDIX A

Swift County Space Needs and Program Analysis

APPENDIX A: HISTORIC PRESERVATION

Contact

P 651.227.7773 | F 651.223.5646

Joel Dunning // AIA LEED AP

jdunning@woldae.com

Historic Preservation

Through the work of historic preservation, Wold Architects and Engineers is proud to play a role in maintaining a community's heritage. Deciding to renovate an historic facility presents the challenge of faithful restoration, while integrating technical and functional improvements into the fabric of the original design. As a firm familiar with the renovation of historic structures, Wold brings a process and solutions that are both loyal to a building's unique character, sensitive to the community, and responsive to its future.

Through detailed research and documentation, our dedicated team will gain an understanding of the original designer's style and intention, the previous work performed on the building, and the physical context of the historic structure's surroundings. This process ensures that updates and repairs blend seamlessly with the vision of the original designer and the needs of the community. Whether it be structural maintenance concerns or redefining a building's function, our architects, engineers, and consultants will work closely with you to maintain the dignity of the past while preparing for tomorrow.

Wold's approach to accomplish these goals is to bring together a team of experts to fill the unique roles needed on this project. We have applied our learnings on government facilities on each successive project with these requirements to ensure success. Historic renovation efforts typically need to consider the following issues:

- » Early involvement with regulatory or advisory agencies to communicate knowledge and start the process moving for better results
- » Mechanical/electrical systems upgrades
- » Awareness that ADA issues go hand in hand with renovations
- » Focus is typically on exterior elements as opposed to interior
- » Adherence to actual materials can have a major impact on budget and cost – identification of these elements early is critical
- » Applicable standards and financing
- » Site survey and documentation methods
- » Protecting finishes and features
- » Presence of hazardous materials
- » Identifying and qualifying specialty contractors

When historic preservation or restoration work is part of the scope of the project, we will involve experienced staff from our offices to consult on or be part of the team to be successful in our approach from start to finish.



Standards for Historic Preservation

From all of our work renovating important historical civic buildings, Wold's team understands the intent of the Secretary of the Interior's Standards for Treatment of Historical Properties. Our design approach is to preserve the existing historic fabric, restore it to original where already altered or deteriorated and lastly to replace it as a last resort. Where interventions are required, it is important to clearly delineate between the historic fabric and the new intervention, so as not to confuse the context.

Secretary of Interior's Standards for Preservation of Historic Properties:

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.



Professional Qualification Standards for Historic Preservation

Standard for Historical Architect

“(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice Architecture, PLUS a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; AND products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.”¹

Wold recognizes the importance of gathering a team that is proficient with and acknowledges the standards of preserving historical architecture. Facilities Planner, John McNamara, and Partner-in-Charge, Joel Dunning are both licenced Architects in the State of Minnesota and both have 15+ years of professional architecture experience, including many historical preservation projects.

Standard for Historical Engineer

“(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice civil or structural engineering, PLUS, a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States and its Territories; AND products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.”¹

Wold’s trusted Structural Engineering consultant, Ron Lamere, of BKBM Engineers is a licenced Professional Engineer in the State of Minnesota and brings 20+ years of both civil and structural engineering experience to the team. Ron will work with Wold’s team of in-house mechanical and electrical engineers, including Project Manager and day-to-day contact, Jonathan Loose, to ensure the successful application of the standards for historical engineering.

¹ Source: National Park Service
<http://www.nps.gov/history/local-law/gis/html/quals.html>



Crow Wing Historic Courthouse Remodeling

BRAINERD, MINNESOTA

Following the construction of a new Justice Center and a new Community Services Center on the county's expanded downtown Brainerd campus, the Historic Courthouse and adjacent Courthouse Annex were remodeled into a Administrative Services Center and a Land Service Center.

The Historic Courthouse remodeling included County Administration, a consolidated Auditor-Treasurer's department, Human Resources, and the Assessor's department. The large historic courtroom on the third floor was renovated and remodeled into a ceremonial County Board Room.

The Land Services Building was designed to allow the subsequent merger of all of the county's land functions including Planning, Environmental, Zoning, Surveying, Assessment and Recording. Also located in the building is a county wide meeting room suite.

This building is listed on the National Register of Historic Places.



Reference:

Tim Houle, County Administrator // 218.824.1067

Ramsey County Courthouse/City Hall

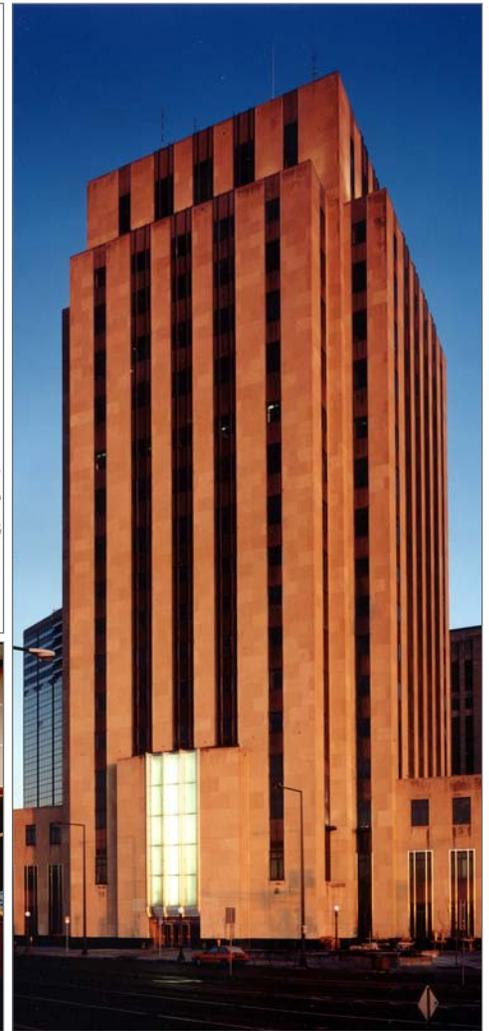
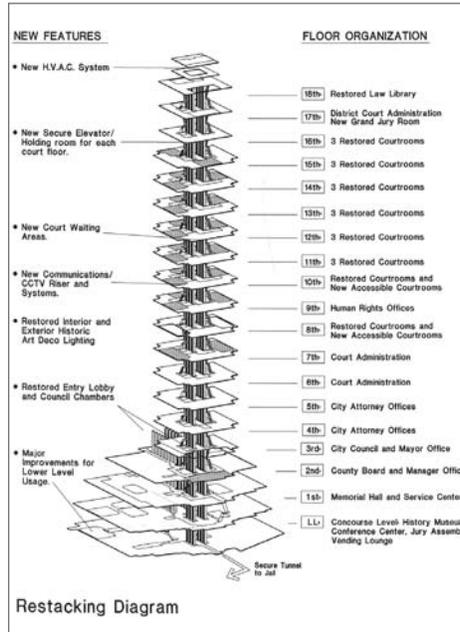
SAINT PAUL, MINNESOTA

Wold worked with Ramsey County to lead major objectives for the renovation and expansion of the historic Courthouse/City Hall. These included functional improvements, the addition of state-of-the-art mechanical and technology systems, implementation of current life safety and accessibility standards, a 25,000 SF addition, addition of six new courtrooms, and restoration and renovation of 19 existing courtrooms.

To make these improvements while preserving the building's original character, the project began with an inventory of the building's historic fabric, then a Master Plan was developed that met the programmatic and restoration goals of the city, county and courts, and the Secretary of the Interior's Standards for Restoration of Historic Places.

To maximize public perception of the building's historic character, the most significant public spaces – entrances, lobbies, Council Chambers, and Memorial Hall – became the focus of restoration and preservation efforts.

This building is listed on the National Register of Historic Places.



Reference:

Bruce Thompson, Property Manager // 651.266.2262

Rice County Courthouse FARIBAULT, MINNESOTA

Rice County moved most of its Administrative offices into a newly constructed building. Court and court-related functions remained in the old courthouse. Wold Architects and Engineers was retained to assist Rice County in planning for and implementation of the remodeling of the historic Art Deco building to accommodate offices for court and administration and the County Attorney

County Requested Major Remodeling Goals

The goals of the design were to:

- » Maintain the historic public spaces
- » Provide efficient, flexible office space
- » Install fire sprinklers and improve security systems in line

The work is in coordination with heating/ventilation work already being done under a separate agreement with the county.

The courthouse renovation provides new space for the County Attorney and Court Administration. The design accomplishes the goals of improved security, greater efficiency in space use – all to improve public service.

Exterior work included:

- » Stone Tuckpointing
- » Building Washing
- » Window Replacement
- » Reroofing



Reference:

Gary Weiers, County Administrator // 507.332.6121

Jemne Building ST. PAUL, MINNESOTA

Wold Architects and Engineers acquired the Jemne Building in 1998, renovating the facility into a workspace that would accommodate their growing corporate needs. Previously, the building was known as the Women's City Club of Saint Paul, designed by Magnus and Elsa Laubach Jemne. The original Art Deco structure was completed in 1931.

Wold reestablished the Jemne Building as one of the business district's premier historic architectural gems, ensuring its place in the cultural fabric of the city of Saint Paul. Unique characteristics include:

- » Curved building shape; covers a 5,000 square foot corner at the intersection of Kellogg Boulevard and St. Peter Street
- » Commanding views along the Mississippi River
- » Four floors plus basement
- » Four fireplaces
- » Auditorium featuring 30-foot ceiling



Reference:

Michael Cox, Owner // 612.382.8570

Steele County Courthouse

OWATONNA, MINNESOTA

Wold Architects and Engineers designed a sensitive and respectful remodeling of the Historic Steele County Courthouse. The project resulted in modern, functional and secure county operations, and included:

- » National Register of Historic Places
- » Romanesque, 19th-century design
- » Re-roofing
- » Conversion of office spaces back to full court usage
- » Addition of two new courtrooms, holding cells, and one hearing room
- » Security upgrades



Reference:

Tom Shea, County Administrator // 307.444.7400

Jackson County Courthouse

JACKSON, MINNESOTA

Wold led the design of a complex, phased remodeling and restoration of the historic Jackson County Courthouse following Wold's development of a complete county master plan for facilities. The project included the following parameters:

- » National Register of Historic Places
- » Functional, phased remodeling of Courthouse, including mechanical and electrical systems and exterior repair
- » Developed Historic Structure Report
- » Analyzed space needs for all departments
- » Evaluated options and recommended action plan



Reference:

Janice Franzen, County Coordinator // 507.847.4182

St. Paul Building

ST. PAUL, MINNESOTA

Wold designed and oversaw the Renovation of 1889 office building, formerly Germania Bank Building, completed in compliance with Minnesota Historical Society Guidelines

The 1989 renovation included removal of 1950s makeover to the facade—much of the red sandstone was damaged or missing completely; rubber molds made of surviving stones to reproduce original building details

Other renovations included addition of eighth floor with skylights, enclosure of stairwells to meet fire code, reparation of arched plaster ceilings, installation of indirect lighting, and installation of new windows throughout building to meet both energy and historic guidelines, among other heating and electrical renovations

1992 Renaissance Award for Excellence, Minnesota Chapter of the National Association of Industrial and Office Parks (NAIOP)

This building is listed on the National Register of Historical Places.



Reference:

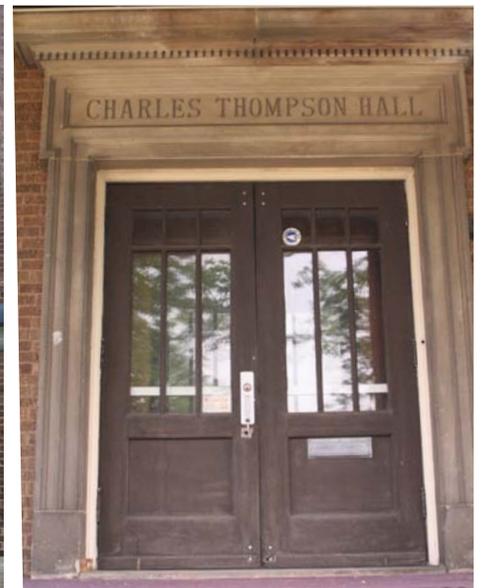
Carol Peterson, Tenant // 651.739.8468

Charles Thompson Hall ST. PAUL, MINNESOTA

After being added to the National Register of Historic Places in 2011, The Deaf Club of St. Paul was unfamiliar with the process of meeting the Secretary of the Interior's Standards for the Treatment of Historic Properties in performing maintenance, renovation and improvements to their 1916 historic facility.

In addition, the deaf club was unfamiliar with the process and procedures of the State Historic Preservation Office which needed to be followed to allow grant funding to be allocated to their preservation efforts.

Wold Architects and Engineers was recommend to the Deaf Club to assist with a small grant application to SHPO to develop a Historic Structures Report and then to design and oversee implementation of full restoration, ADA improvements and systems upgrades to the Charles Thompson Hall.



Reference:

Jack Graff, Thompson Hall Board Trustee // jjvgraff@gmail.com



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

Swift County
301 14th Street North
P.O. Box 288
Benson, Minnesota 56215

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

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101
Telephone Number: 651-227-7773
Fax Number: 651-223-5646

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

Basic Contract Agreement for Space Needs and Project Building Program Analysis and future projects agreed upon in writing by both parties.

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.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

| To be determined by separate fee letter.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| To be determined by separate fee letter.

.2 Substantial Completion date:

| To be determined by separate fee letter.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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User Notes:

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(792129744)

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

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000 per claim/\$2,000,000 aggregate
- .2 Automobile Liability
\$1,000,000 per occurrence
- .3 Workers' Compensation
Statutory
- .4 Professional Liability
\$1,000,000 per claim/\$2,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services, civil engineer, cost estimating, food service, pool, theater, acoustical, landscaping, consultant will be hired by Architect as services are required as part of Basic Services.. Services not set forth in this Article 3 are Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches if requested by Owner. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider, if requested by the Owner, environmentally responsible 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 other environmentally responsible design services under Article 4.

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

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms. The Architect shall also assist the owner in the preparation of the General Conditions of the Contract for Construction, and form of agreement between the Owner and Contractor. All bidding documents and contractual agreements shall be in compliance with the requirements of Minnesota's public bidding and contracting law as those laws apply to public entities.

§ 3.4.6 The Architect shall work with the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statutes, ordinances, codes, rules and regulations in force and publically announced as of the date of this agreement or as of the date of subsequent compensation amendments whichever is the latter.

§ 3.4.7 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders, if requested by Owner;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 In the event the lowest bid (or bids) exceeds the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to bid a project estimated over budget.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates At the end of the one year contractor’s construction warranty period.

§ 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 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and

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

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only

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for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize 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 the provisions of Section 4.3, 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Basic Services	
§ 4.1.2 Multiple preliminary designs	N/P	
§ 4.1.3 Measured drawings	Owner	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Basic Services	
§ 4.1.6 Building information modeling	N/P	
§ 4.1.7 Civil engineering	Basic Services	
§ 4.1.8 Landscape design	Basic Services	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Basic Services	
§ 4.1.10 Value Analysis (B204™–2007)	N/P	
§ 4.1.11 Detailed cost estimating	Basic Services	
§ 4.1.12 On-site project representation	N/P	
§ 4.1.13 Conformed construction documents	N/P	
§ 4.1.14 As-Designed Record drawings	N/P	
§ 4.1.15 As-Constructed Record drawings	N/P	
§ 4.1.16 Post occupancy evaluation	N/P	
§ 4.1.17 Facility Support Services (B210™–2007)	N/P	
§ 4.1.18 Tenant-related services	N/P	
§ 4.1.19 Coordination of Owner’s consultants	N/P	
§ 4.1.20 Telecommunications/data design	N/P	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	N/P	
§ 4.1.22 Commissioning (B211™–2007)	N/P	
§ 4.1.23 Extensive environmentally responsible design	N/P	
§ 4.1.24 LEED® Certification (B214™–2007)	N/P	
§ 4.1.25 Fast-track design services	N/P	
§ 4.1.26 Historic Preservation (B205™–2007)	N/P	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	N/P	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

| (Paragraphs deleted)

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

ARTICLE 7 – COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the

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Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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.

§ 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs deleted)

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate 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.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid 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 This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than 15 days following said notice.

§ 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

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(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that 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 A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

- A. Format for Fixed Fees Assigned to Specific Projects:
- *New Building: 6% x Construction Cost Estimate
 - *Simple Additions: 7% x Construction Cost Estimate
 - *Additions with Remodeling: 7.5% x Construction Cost Estimate
 - *Remodeling: 7.5% x Construction Cost Estimate
 - * "Gut" Job Renovations: 8.5% x Construction Cost Estimate

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- B. Furnish and Equipment Services (if requested)
Fixed Fee Based on 6% of the Furnishings Cost Documented by Wold
- C. Space Needs and Projected Building Program Analysis Fixed Fee \$17,500 and Reimbursable Max of \$2,000.

§ 11.2 For Additional Services designated in Section 4.1, 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.)*

1.25 x (salary plus overhead)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

1.25 x (salary plus overhead)

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect times 1.25.

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

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	forty	percent (40	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, 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.)*

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;

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User Notes:

- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
 - .3 Fees paid for securing approval of authorities having jurisdiction over the Project, including government agency review and permit fees;
 - .4 Printing, reproductions, plots, standard form documents;
 - .5 Postage, handling and delivery;
- (Paragraphs deleted)*
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
 - .9 All taxes levied on professional services and on reimbursable expenses;
 - .10 Site office expenses; and
 - .11 Other similar Project-related expenditures.
 - .12 Expense of computer aided design and drafting equipment time when used in connection with the Project.

§ 11.8.2 For Reimbursable Expenses related to mileage the compensation shall be the expenses incurred by the Architect and the Architect's consultants and shall be billed at expense plus 50% of expenses incurred. All other reimbursable expenses shall be billed at actual cost to Architect plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) 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.

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

Local rate of interest as set by Minnesota Statute Section 549.09.

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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 Owner and Architect.

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

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER

ARCHITECT

(Signature)

(Signature)

Joel L. Dunning // AIA, LEED AP
Partner

(Printed name and title)

(Printed name and title)

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FYI



SWIFT COUNTY ADMINISTRATION

Historic Courthouse
301 14th Street N
P.O. Box 288
Benson, MN 56215

Memo

To: Board of Commissioners
From: Mike Pogge-Weaver, County Administrator *MPW*
Date: July 21, 2015
Re: Employment Updates

The following individuals were appointed since July 7, 2015:

- Robert Sommers, GIS Coordinator, Land Records, Starting August 24, 2015

The following positions were approved to begin advertising since July 7, 2015:

- Deputy Assessor or Appraiser position, Assessor Office

The following individuals tendered their resignation since July 7, 2015:

- Michael Staton, Maintenance III/Signman, Highway Department, Effective August 31st