



**AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR THE  
RAMSEY COUNTY LIBRARY - MAPLEWOOD PROJECT  
PART 1 AGREEMENT**

- 1. DESIGN/BUILDER**
- 2. OWNER**
- 3. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA**
- 4. TIME**
- 5. PAYMENTS**
- 6. DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION**
- 7. BASIS OF COMPENSATION**
- 8. OTHER CONDITIONS AND SERVICES**

AGREEMENT is made

BETWEEN the Owner:

Ramsey County  
220 City Hall/Court House  
15 West Kellogg Boulevard  
Saint Paul, MN 55101

and the Design/Builder:

AP Midwest, LLC (DBA Adolphson & Peterson Construction)  
5500 Wayzata Blvd., Suite 600  
Minneapolis, MN 55416

For the following Project:

CONSTRUCTION MANAGER/DESIGN TEAM FOR DESIGN, ENGINEERING AND CONSTRUCTION SERVICES TO COMPLETE THE DESIGN AND REMODELING OF THE RAMSEY COUNTY LIBRARY – MAPLEWOOD AT 3025 SOUTHLAWN DRIVE, MAPLEWOOD, MN, as described in the Owner's Request for Proposals ("RFP") #PRMG0000024100 – DESIGN BUILD SERVICES FOR THE MAPLEWOOD LIBRARY, including addenda.

The Design/Builder will provide services in two (2) phases:

Part 1: Programming, schematic design, design development and cost estimating leading to a Guaranteed Maximum Price. See attached **Exhibit A** --Scope of Work, from the Owner's RFP #PRMG0000024100 – Design Build Services for the Maplewood Library, attached hereto and made a part of this Part 1 Agreement; and attached **Exhibit B** --Design/Builder Services Proposal, attached hereto and made part of this Part 1 Agreement, for a description of Part 1 services.

Part 2: Balance of design, construction documents, bidding, construction services, and Project closeout. See **Exhibits A and B** for descriptions of Part 2 services. Part 2 services will be provided using the Design/Build delivery method.

The architectural, landscape architectural, civil, structural, mechanical, and electrical engineering services for the Services described in Article 1 of this Part 1 Agreement will be provided by the following persons or entities lawfully licensed to practice architecture or engineering in the State of Minnesota, both of

which shall be referred to as the "Architect" in this Part 1 Agreement and the Part 2 Agreement with respect to their respective scopes.

Name and address	Registration Number	Relationship to Design/Builder
Hammel Green & Abrahamson Inc. ('HGA')	26239	Subcontractor

The Owner and the Design/Builder agree as set forth below.

## TERMS AND CONDITIONS -- PART 1 AGREEMENT

### ARTICLE 1 DESIGN/BUILDER

#### § 1.1 SERVICES

§ 1.1.1 Programming, schematic design, design development, project scheduling and cost estimating leading to a Guaranteed Maximum Price for Part 2 of the Project.

#### § 1.2 RESPONSIBILITIES

§ 1.2.1 Design services required by this Part 1 Agreement shall be performed by qualified architects and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder. Prior to the termination of the services of the Architect or any other design professional designated in this Part 1 Agreement, the Design/Builder shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Architect or other design professional whose services are being terminated. The Design/Builder shall be responsible for any additional costs associated with the other architectural or design professionals.

§ 1.2.2 The agreements between the Design/Builder and the persons or entities identified in this Part 1 Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.

§ 1.2.3 Construction budgets shall be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design/Builder.

§ 1.2.4 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, subcontractors and their agents and employees, including the Architect and other design professionals, performing any portion of the Design/Builder's obligations under this Part 1 Agreement.

§ 1.2.5 If the Design/Builder believes or is advised by the Architect or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design/Builder shall notify the Owner in writing. Neither the Design/Builder nor the Architect shall be obligated to perform any act which either believes will violate any applicable law.

§ 1.2.6 Nothing contained in this Part 1 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

§ 1.2.7 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design professional practicing under similar conditions at the same time and locality of the Project.

#### § 1.3 BASIC SERVICES

§ 1.3.1 The Design/Builder shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other, as described in Exhibits A and B and as identified herein.

§ 1.3.2 The Design/Builder shall visit the site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's program, schedule, and budget.

§ 1.3.3 The Design/Builder shall review laws applicable to design and construction of the Project, correlate such laws with the Owner's program requirements, and if the Design/Builder is aware of any violations, advise the Owner if any program requirement may cause a violation of such laws. Necessary changes to the Owner's program shall be accomplished by appropriate written modification or disclosed as described in Section 1.2.2.

§ 1.3.4 The Design/Builder shall support the Owner's efforts to submit, file, and obtain on behalf of the Owner: all legal authorizations regarding site utilization where essential to the execution of the Owner's program; and support the Owner's efforts to obtain permits and licensures needed for the Project.

§ 1.3.5 The Design/Builder will manage a "Participatory Planning Process" that is centered around a Core Planning Group ("CPG") of key decision makers from the Design/Builder's Team, Property Management, and the tenant department, who will work to evaluate design options using criteria established by the CPG. The following tasks and activities are included in these services, which will be rendered in a series of meetings which include at a minimum:

1. Facilitate and coordinate a pre-design phase meeting with the Owner's Project Team to:
  - Identify key individuals.
  - Establish a communication procedure.
  - Determine and outline Ramsey County goals.
  - Discuss the project schedule and methodology.
  - Confirm critical dates and events.
2. Facilitate and coordinate Project Planning and Programming
  - Establish functional needs /use of interior spaces.
  - Identify and document function operation needs of space to inform Schematic Design Process.
3. Facilitate and coordinate a Schematic Design Phase Meeting(s) with the Owner's Project Team to:
  - Discuss design objectives.
  - Discuss the anticipated interior demolition and reconstruction and new finishes.
  - Discuss the anticipated mechanical and electrical systems changes.
  - Determine if the Project budget is consistent with preferences for interior remodeling which will include:
    - a. Discussion of potential bid alternatives and options.
    - b. Review the proposed schedule.
    - c. Preparation of plans and sections along with outline specifications to confirm opinion of probable costs for approval.
4. Facilitate and coordinate Design Development Phase Meeting(s) with the Owner's Project Team to:
  - Revisit items mentioned during the Schematic Design phase and secure approvals.
  - Complete a room-by-room review with the CPG and end users.
  - Assign location for all equipment.
  - Perform a constructability review for quality control purposes.
  - Provide progress documents for review.
5. Facilitate and coordinate GMP Presentation Meeting with the Owner's Project Team to:

- Present the refined design along with a Guaranteed Maximum Price (GMP), and Construction Schedule.

§ 1.3.6 At the conclusion of the Part 1 services, the Design/Builder shall submit to the Owner a Proposal, including the Design Development Documents; a statement of the proposed Guaranteed Maximum Price based on the Design Development Documents; a statement of the Small Business Enterprises ("SBE") utilization and labor goals for Part 2 services that have been approved by the Owner; and a proposed schedule for Part 2 Project Services that shows Substantial Completion of the Project no later than April 30, 2024. The Design Development Documents shall consist of drawings, outline specifications or other documents to a percentage completion that is adequate for the Design/Builder to submit a Guaranteed Maximum Price for Part 2 of the Project. The Owner reserves the right to enter into a Part 2 Agreement with the Design/Builder; or to enter into a Part 2 Agreement with a third party if the Owner and the Design/Builder are unable to reach agreement on a Part 2 Agreement within a reasonable period of time after submission of the above-identified documents by the Design/Builder, as determined by the Owner.

#### **§ 1.4 ADDITIONAL SERVICES**

§ 1.4.1 The Additional Services described under this Section 1.4 shall be provided by the Design/Builder and paid for by the Owner only if authorized or confirmed in writing by the Owner.

§ 1.4.2 Making revisions in the final, Owner-approved Design Development Documents, budget or other documents when such revisions are:

- 1.4.2.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program, Project schedule or Project budget;
- 1.4.2.2 due to material changes required as a result of the Owner's failure to render decisions within the time periods specified in this Part 1 Agreement.

### **ARTICLE 2 OWNER**

#### **§ 2.1 RESPONSIBILITIES**

§ 2.1.1 The Owner shall provide supplemental information in a timely manner regarding changes in the requirements for the Project as described in **Exhibit A**.

§ 2.1.2 The Owner designates Jennifer McMaster or designee as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design/Builder in order to avoid unreasonable delay in the orderly and sequential progress of the Design/Builder's services. The Owner may obtain independent review of the documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Design/Builder's services.

§ 2.1.3 The Owner shall disclose, to the extent known to the Owner, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site.

§ 2.1.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builder's Applications for Payment, except in relation to any dispute between the parties.

§ 2.1.5 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.

§ 2.1.6 The Owner shall promptly obtain legal authorizations regarding site utilization where essential to the execution of the Owner's program.

§ 2.1.7 The Owner shall provide all necessary access to the project site, including any easements, land rights, or other land agreements.

### **ARTICLE 3 OWNERSHIP AND USE OF ELECTRONIC DATA AND DOCUMENTS**

#### **§ 3.1**

§ 3.1.1 The Owner owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Part 1 Agreement and for which the Design/Builder has received Final Payment. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire".

§ 3.1.2 "Electronic Data" means any and all items resulting from the use of any software program stored in digital format on hard disks, floppy disks, zip drives, CD-ROM discs, magnetic tapes of all types and kinds, microfiche, punched cards, punched tape, computer chips (including but not limited to EPROM, PROM, ROM and RAM of any kind) or in any other vehicle for digital data storage or transmittal, including labels appended to or associated with any physical storage device associated with each original and each copy.

§ 3.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, created or originated by the Design/Builder, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract that are actually provided to the Owner as deliverables, that are deliverables in draft form or still "in-progress", or that are expected to become part of the deliverables. "Works" includes "Documents". "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Part 1 Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Design/Builder, its employees, agents or subcontractors, in the performance of services under the terms of this Part 1 Agreement.

§ 3.1.4 The Documents actually provided to the Owner as Deliverables, that are Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables will be the exclusive property of the Owner upon payment in accordance with the provisions of this Part 1 Agreement, and all such Documents must be immediately provided to the Owner by the Design/Builder upon termination of this Part 1 Agreement or upon request. For Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables, "Final Payment" means payment of the cost for the services provided to create the Documents to the then-current stage of completion. The Design/Builder assigns all right, title, and interest it may have in the Work to the Owner for which it has received Final Payment.

§ 3.1.5 The Design/Builder must, at the request of the Owner, execute all reasonable papers and perform all other reasonable acts necessary to transfer or record the Owner's ownership interest in the Documents. The Documents shall be submitted to the Owner, upon request, prior to the Owner making Final Payment to the Design/Builder.

§ 3.1.6 Documents in electronic form shall be provided to the Owner in both native format and PDF. The Design/Builder may retain copies of the Documents only for purposes of performance under the terms of this Part 1 Agreement and for its records as part of the Project file and may not use any such Documents for any other purposes without the prior written consent of the Owner except that the

Architect may reuse details and specifications contained in the Works and Documents which have been developed by the Architect as the Architect's standards for similar public projects.

§ 3.2 Whether or not the Part 2 Agreement is executed, the Owner shall have the right to use the drawings, specifications, and other documents and electronic data furnished by the Design/Builder without the written permission of the Design/Builder. Such use shall be at the Owner's risk.

#### **ARTICLE 4 TIME**

§ 4.1 Within ten (10) business days of execution of this Part 1 Agreement, the Design/Builder shall prepare a Project Schedule for the performance of the Basic Services, which shall not exceed the time limits contained in Exhibit A of this Part 1 Agreement; which allows for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project; and which shows completion of all services under this Part 1 Agreement within 14 months from the date of execution of this Part 1 Agreement, as provided in the Owner's Preliminary Project Schedule.

§ 4.2 If, as a result of Force Majeure, the Design/Builder's services under this Part 1 Agreement have not been completed within 14 months from the date of execution of this Part 1 Agreement, the parties shall mutually agree to either terminate this Part 1 Agreement or to execute a Change Order regarding changes in scope, schedule, and compensation, if any. Failure of the parties to execute a Change Order within ten (10) business days of the above-identified date shall result in automatic termination of this Part 1 Agreement.

§ 4.3 The Design/Builder shall immediately notify the Owner if it determines that it may not meet the 14-month Part 1 duration, and advise the Owner of actions it is and will undertake to complete the services within the project schedule so as to meet the 14 month deadline.

#### **ARTICLE 5 PAYMENTS**

§ 5.1 There will be no initial payment upon execution of this Part 1 Agreement.

§ 5.2 Payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Part 1 Agreement shall be made monthly on the basis set forth in Article 7.

§ 5.3 Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount

§ 5.4 Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Design/Builder exceed the percentage of project completion, as determined by the Owner.

§ 5.5 Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

§ 5.6 Invoices shall show applicable Minnesota sales tax of 6.875% separately. Each invoice must include a progress report on achievement of project SBE and Workforce goals. No payment will be made until the invoice and progress report have been approved by the County.

§ 5.7 The Design/Builder may not submit invoices more than once a month.

§ 5.8 Invoices for any goods or services not identified in this Agreement will be disallowed.

§ 5.9 Surety Deposit Requirement for Non-Minnesota Construction Contractors

For any one contract where the anticipated contract value of the construction portion of the contract exceeds \$50,000, the department must withhold 8 percent from payments and send the money to the Minnesota Department of Revenue. The department will hold the funds as surety for the payment of state taxes

owed as a result of the contract. For more information about this law, including exceptions to the withholding requirement, visit the [MN Department of Revenue](#) or [Withholding Tax Fact Sheet 12 -- Surety Deposits for Non-Minnesota Construction Contractors](#).

§ 5.10 Reimbursement of expenses will be made consistent with Owner policies. The Owner will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by the Owner and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

## **ARTICLE 6 DISPUTE RESOLUTION – MEDIATION AND ARBITRATION**

§ 6.1 Claims, disputes or other matters in question between the parties to this Part 1 Agreement arising out of or relating to this Part 1 Agreement or breach thereof may be subject to and decided by mediation or arbitration only if agreed to in writing by both parties.

## **ARTICLE 7 BASIS OF COMPENSATION**

The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of this Part 1 Agreement as described below.

### **§7.1 COMPENSATION FOR BASIC SERVICES**

§7.1.1 FOR PART 1 BASIC SERVICES, compensation shall be as follows:

The Owner shall pay the Design/Builder for services actually rendered on a time and materials basis, at the hourly rates set forth in **Exhibit C**, attached hereto and made a part of this Agreement, which are inclusive of expenses, at actual cost up to a maximum not to exceed sum of \$145,200 for Part 1 services with an assumed construction cost of \$2,365,000. Part 2 fees for the Design/Builder will be included in the GMP accepted by the Owner at the end of Part 1.

§ 7.1.2 PAYMENTS shall be as follows:

Invoices will be forwarded to the Owner by the 10<sup>th</sup> day of each month for services performed in the previous month. The Owner shall pay invoices (with no retainage), within thirty-five (35) calendar days of receipt of the invoice, provided, however, that the Owner's cumulative payments to the Design/Builder shall at no time exceed the percentage Project completion as determined by the Owner.

### **§ 7.2 COMPENSATION FOR ADDITIONAL SERVICES**

§ 7.2.1 FOR ADDITIONAL SERVICES, compensation shall be as follows:

For Additional Services performed by the Design/Builder and its subcontractors, cost shall be calculated using the hourly rates listed in **Exhibit C**, plus reimbursable expenses at actual cost. The Design/Builder shall not perform Additional Services until the parties have executed a Change Order, including scope, schedule and compensation terms.

### **§ 7.3 REIMBURSABLE EXPENSES**

§ 7.3.1 Part 1 fees shall include all reimbursable expenses.

§ 7.3.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of ONE (1.0) times the amounts expended.

§ 7.4 DIRECT PERSONNEL EXPENSE is defined as the direct salaries of personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, to include the following: employment taxes and other statutory employee benefits, employee specific insurance, pensions, and similar contributions and benefits. They shall be billed per the billing rates in Exhibit C. The parties acknowledge that the method by which the Design/Builder has established its billing rates for the listed job classifications is not subject to audit.

**ARTICLE 8 OTHER CONDITIONS AND SERVICES**

§ 8.1 The Basic Services to be performed under this Part 1 Agreement shall be commenced within ten (10) business days of final execution of this Part 1 Agreement, and, subject to authorized adjustments and to delays not caused by the Design/Builder, shall be completed in accordance with the provisions of § 4.1 of this Part 1 Agreement. If the Design/Builder believes that a delay by the Owner in making a timely decision will result in an extension to the Design/Builder's completion date, then the Design/Builder shall notify the Owner and the parties shall agree on the impact, if any, to the Design/Builder's completion date.

§ 8.2 See **Exhibit A** for the Owner's Scope of Work.

§ 8.3 The Owner's General Terms and Conditions are attached hereto and made a part of this Part 1 Agreement as **Exhibit D**.

§ 8.4 It is the intention of the parties to execute a Part 2 Agreement for Part 2 of this Project. However, if the parties are unable to agree on the Project scope and/or the Guaranteed Maximum Price for Part 2, the Owner reserves the right to terminate its relationship with the Design/Builder and seek an alternate relationship and/or seek alternate methods of construction. All documents, drawings, and specifications created under this Part 1 Agreement shall be the property of the Owner subject to the provisions of Article 3 of this Part 1 Agreement.

§ 8.5 The Owner and the Design/Builder will incorporate into the Part 2 Agreement activities regarding utilization of certified Small Business Enterprises and workforce diversity that build on the inclusiveness in contracting models developed and used on prior Owner projects, as a means of making a good faith effort towards achievement of the SBE utilization and labor goals determined pursuant to the provisions of paragraph 1.3.5 of this Part 1 Agreement.

§ 8.6 The Design/Builder will develop and incorporate into its services under this Part 1 Agreement sustainable architecture guidelines and specifications for Part 2 of the Project, subject to approval by the Owner.

§ 8.7 This Part 1 Agreement includes the following:

**Exhibit A** --Scope of Work (Excerpt from the Owner's Request for Proposals # PRMG0000024100 – Design Build Services for the Maplewood Library)

**Exhibit B** -- Design/Builder/Design Team Services (Excerpt from Design/Builder's proposal)

**Exhibit C** -- Billing Rate Schedule

**Exhibit D** -- General Terms and Conditions

§ 8.8 All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

Owner: Jennifer McMaster  
Ramsey County Property Management  
121 Seventh Place East, Suite 2200  
Saint Paul, MN 55101

Design/Builder:           Tim Clark  
                                  AP Midwest, LLC  
                                  5500 Wayzata Blvd, Suite 600  
                                  Minneapolis, MN 55416

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

**Exhibit A to the Part 1 Agreement**

**Scope of Work**

**(Excerpt from the Owner's RFP #PRMG000024100- Design Build Services for the Maplewood Library)**

The Professional Design Services required in Phase 1 (“Design Phase”) include the following tasks:

- A. Development of a pre-design to investigate options for the Project and include incorporating service center functions into the existing library facility and/or an addition. Options may include reviewing existing space usage within the building as well as exploring options for a building addition. The pre-design will be developed with sufficient detail to establish a revised project budget for incorporating service center functions as well as including the scope of the library pre-design report completed in 2018.
- B. Verifying the Library remodeling scope identified in the Ramsey County Maplewood Public Library Pre-Design Report dated May 18, 2018 and revised December 26, 2018 and meeting with the Owner’s Project Team and other Library Staff as required in order to validate information included in the pre-design report.
- C. Conducting design work sessions with the Owner’s Project Team to review the scope of the Project with regard to function, size, and materials. Conducting design work sessions (team meetings) with Owner’s Project Team to review the Scope of the Project with regard to function, size and materials. Contractor to create a project schedule that includes team meetings and list of expected attendees in order to coordinate and review information presented at the meeting. Presentation materials for each meeting will be required to be available to the County's Project Manager for review before the scheduled meeting. The Contractor shall produce meeting minutes for each team meeting and distribute meeting minutes within 3 days of the meeting.
- D. Development of revised pre-design project budget that includes the service center and the library remodeling scope for the Owner's Project Team to review and provide direction on scope before starting Schematic Design ("SD") Phase services.
- E. Provide complete Schematic Design (“SD”) Phase services in accordance with Contract Schematic Design Phase requirements, attached hereto and made a part of this RFP including systems, as well as a cost estimate that shows compliance with the available budget. The Schematic Design Phase services will also include preparation of: building plans and elevations; material selections; civil, structural, mechanical and electrical system designs; interior design; furniture, fixtures, and equipment layouts; and voice/data and security system layouts.
- F. Providing Design Development (“DD”) Phase services based on the Owner approved schematic design package, including civil, structural, mechanical and high and low voltage electrical systems designs; and interior design services that select and specify fixtures, furniture and equipment as per the FF&E layouts developed in the Schematic Design Phase; a landscape design detailed with plant material and hard surface selections, and; voice/data and security systems design.
- G. Both design phase (SD & DD) deliverables must comply with all applicable federal, state, and local building codes, statutes, regulations, and requirements.
- H. Submitting progressively updated and refined estimates of the Cost of the Work to the Owner’s Project Team. These SD and DD estimates must be based on conceptual estimating techniques that are reliable enough to form the basis for subsequent design decisions. At each phase, the Contractor shall advise the Owner’s Project Team of any adjustments to previous cost estimates indicated by changes in Project requirements or general market

conditions. If at any time the Contractor's estimate of the Cost of the Work exceeds the Project's Budget, the Contractor shall make appropriate recommendations to the Owner's Project Team to adjust the Project's size and quality in order to keep the proposed Project within the stated Budget.

- I. Lead community engagement events in conjunction with the Owner's Project Team. The Contractor will be required to create content for the community engagement events as well as develop a strategy for the outreach. It is anticipated that the Contractor will be required to lead 3 events.
- J. Leading the County in the understanding and implementation of the Minnesota Sustainable Building Guidelines and the Minnesota SB2030 Energy Standard (<http://www.b3mn.org>). Energy modeling shall be included at each design phase to model the energy use in order to meet the sustainable building requirements.
- K. Coordinating geotechnical investigations, site surveys, and other testing and inspection of the site as necessary throughout this phase of the Project, if required.
- L. Assisting the Owner's Project Team in determining the most advantageous site development and construction sequencing process for the Project, if required.
- M. At the end of Phase I, providing the Owner's Project Team with a complete Part 2 Agreement including a GMP, based on the agreed-upon final design documents, the Project Budget, and Project Schedule.

**Phase I Deliverables.**

Produce a Phase I summary report for review by the Owners Project Team according to the Phase I Schedule. Provide individual print copies of the Phase I summary report for the Owner's Project Team members, along with a .pdf formatted copy for reproduction by the County, and an electronic copy that contains working versions of all text and graphic files, floor plans, spreadsheets, and related project information.

Upon acceptance by the County of the Construction Contractor's GMP and the project schedule, Phase II Services will include, but are not limited to:

- A. Assisting and participating with the Owner's Project Team in any approval processes required by the City of Maplewood, and other permitting agencies having jurisdiction over the building site.
- B. Providing coordination with the Owner's Project Team for all interior design services including interior finishes such as floor coverings, wall coverings, paint, millwork, and window coverings.
- C. Conducting design work sessions (team meetings) with Owner's Project Team to review the scope of the Project with regard to function, size and materials. Contractor to create a project schedule that includes team meetings and list of expected attendees in order to coordinate and review information presented at the meeting. Presentation materials for each meeting will be required to be available to the County's Project Manager for review before the scheduled meeting. The Contractor shall produce meeting minutes for each team meeting and distribute meeting minutes within 3 days of the meeting.
- D. Providing services to design and specify furnishings to be purchased by the Owner. This includes interior design services that select, specify and create biddable specifications for fixtures, furniture and equipment as per the FF&E layouts developed in the Design Development phase. Provide furniture installation administration in coordination with the Builder's Construction Schedule.
- E. Providing full and complete design services for telephone and data distribution systems, including assistive listening environments in large group meeting rooms, as well as code-compliant signage, directional signage, and all other signage for the library, including exterior directional and monument signage. Signage design shall incorporate Ramsey County Signage Standards.
- F. Preparing Construction Documents including working drawings and specifications setting forth and describing the construction work to be done, the materials to be used, and the work and equipment required. Construction Documents may be organized in multiple bid packets as agreed to by the Owner's Project Team, and will be provided on CAD (DWG or DXF

file format). These documents will be reproduced in hard copy for the Owner's reference as well as distributed electronically by the Construction Contractor.

- G. Working with the Owner's Project Team to identify potential Small Business Enterprise (SBE) subcontractors and suppliers, utilizing the certified small business (CERT) directory recognized by the County as the acceptable source for these subcontractors and suppliers; soliciting bids from identified CERT/ SBEs as subcontractors and suppliers; and submitting documentation of these efforts to the Owner prior to award of contracts to subcontractors and suppliers.
- H. Conducting construction bidding services on the biddable subcontractor services and supplies, as determined by the Owner. This task will include normalizing and comparing all bids. Bid opening(s) will be available to anyone desiring to attend, and shall be observed by a representative of the Owner.
- I. Providing construction administration services relating to schedule, cost, safety and quality control. Contractor to use the County's Project Management Software (PM Web) for construction management (submittals, RFIs, documentation, etc.).
- J. Documenting the actual utilization of CERT/SBEs as subcontractors and suppliers, and of minorities and women in the Project workforce toward achievement of the goals agreed to by the successful Proposer and the Owner, by reporting this information monthly to the Owner in a form to be determined by the Owner's Project Team.
- K. Documenting the payment of prevailing wage to all Project workforce subcontractors as required by the County, and achieved through the use of a bi-weekly reporting program such as LCP Tracker.
- L. Acquiring occupancy permits, completing punch-lists, providing warranties, proving maintenance manuals, and submitting Project record drawings and specifications to the County's Property Management Department in an electronic format in both native language (CAD) and PDF, as well as hard copy. Two (2) sets of as-built drawings in hard copy and one in electronic format will be required. Project closeout including electronic project record documentation.
- M. Submitting progressively updated and refined estimates of the Cost of the Work to the Owner's Project Team.
- N. Project closeout including electronic project record documentation per Ramsey County requirements.

**Non-Agreement on GMP.**

If the County and the Part 1 Agreement Contractor are unable to agree on the scope and cost for the Part 2 Agreement, the County reserves the right to terminate its relationship with the Contractor and seek an alternate relationship and/or seek alternate methods of construction.

**Workforce Participation Goals**

Workforce Participation Goals for the Project has been determined as 32% for minority, 20% for female, and 32% for CERT SBE.

**County Information Services Approval and Coordination.**

The Contractor and any subcontractors must coordinate and seek approval of all telecommunications and network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

**Exhibit B to the Part 1 Agreement**

**Design/Builder Services  
(Excerpt from Design/Builder's proposal to Owner's RFP #PRMG0000024100 – Design Build  
Services for the Maplewood Library)**

## TEAM APPROACH



The Maplewood Public Library is an important out-ward facing library that provides services to a wide-range of visitors and staff. The renovation of the Maplewood Library to address noise, finishes, sightlines, and security issues is an opportunity to showcase the services that this library provides. Providing a noise solution, updating the finishes, configuration, and security system will provide staff and patrons with an updated facility that is easy to use, comfortable, service-oriented, and more functional.

The HGA/AP team has a proven record of working collaboratively with Ramsey County to develop and deliver creative, highly functional, flexible library facilities. The AP construction team excels at working in the true design/build approach from the formative stages of a project, providing cost estimating, scheduling, constructability solutions, and suggesting and evaluating options for energy savings, construction details, or alternate finishes and products. Communication and integrating sustainability are key to this approach.

### COMMUNICATION

Project Managers Zachary Hermer (AP) and Kate Lohrenz (HGA) will serve as the project team hub and will be responsible for distributing information and conveying expectations to the appropriate team members. They will work together throughout all phases of the project to ensure our team delivers on our promise and meets our obligations to you. Zachary and Kate will align design and construction needs in order to manage the project scope, schedule, and budget.

Kate will manage all communications between the design team and Ramsey County and Maplewood Library. She will keep the team moving toward common goals. Kate will organize standing design team meetings and provide project schedules to allow for you to plan which members of your team should attend meetings. The meetings will address design, functionality, sustainability, cost and schedule. Kate will be involved in all aspects of the project from inception to the one year warranty walk through.

### INTEGRATING SUSTAINABILITY

HGA has extensive expertise with MSBG projects dating back to the pilot version of the rating system. We have successfully administered the MSBG on a variety of projects including the Minnesota State Capitol, the Minnesota Zoo, Hennepin County Library – Brooklyn Park and the Ramsey County Library in Shoreview.

The Minnesota Sustainable Building Guidelines emphasizes exceeding state energy code efficiency requirements in order to achieve the lowest possible energy lifetime costs while enhancing the health, well-being and productivity of the building occupants. HGA's interdisciplinary approach strives to integrate sustainable design, construction and operational strategies in our projects that align with our clients' mission and specific facility goals. Meetings in each phase of the programming, design and construction of the building will be dedicated to discussing and determining the best approach to specific B3/SB 2030 guidelines. Where quantifiable, we use metrics to establish these goals, communicate critical factors for success and track our progress towards these goals.

HGA's design professionals use leading edge analytical tools that integrate building performance modeling into the earliest design explorations. Our design process develops a series of sustainable strategies that are analyzed in detail, prioritized and integrated into the project for specific applicability, first cost, life-cycle cost, long-term environmental impact, energy conservation and pre-construction and post-construction commissioning.



Innovative strategies used in recent projects to achieve the SB 2030 goals include:

- High performance/code-enhanced wall, roof and glazing systems
- Underfloor air distribution
- Air handling units with energy recovery wheels and fan wall technology
- All LED lighting
- Daylighting studies paired with daylighting and dimming controls
- Building power density reductions 38% lower than code

#### COST ESTIMATING

Cost estimating and building design evolve hand in hand. Sustainable solutions are conceptually defined; aesthetic recommendations are made; implications of construction phasing are evaluated; and budget is managed. The HGA and AP team together to ensure project design and budget are in alignment with one another through each phase of the project.

AP has a dedicated cost estimating team that has access to the most current material and labor costs. This database of information, along with solid working relationships with suppliers and subcontractors, results in accurate cost estimating. In fact, our track record is bid costs within 2% of the cost estimate.

Complete, comprehensive, and accurate bid scopes lay the foundation for the most successful, cost effective project. If the preconstruction effort is done effectively, value engineering is not required. The goal is to generate a design and contract documents that meet the budget without having to implement cost cutting decisions late in the process.

Unlike traditional pricing packages that can have large swings in budget costs and require redesign after Value Engineering (VE) sessions, design-build gives new pricing continually which allows quicker decision making. The team works together to price in sections rather than waiting for design packages (SD, DD, etc.) to price.

The team can date pricing documents to meet contract requirements with this not affecting the project planning or movement if requested.

Well-executed design-build projects minimize change orders as pricing is developed concurrently with the design. Because budget and cost controls are integrated within the design process, the need for value engineering is eliminated.

Key subcontractors (such as MEP, exteriors, specialty systems, etc.) are engaged early to participate in design decisions and pricing exercises.

We conduct meetings, which bring together expert groups and owners, to understand how each decision impacts the overall budget. An example meeting for a mechanical unit discussion would include the end users, owner and mechanical engineer with our design-build team.

## OVERALL PLANNING AND DESIGN

The renovation of the Ramsey County Maplewood Library provides the opportunity to attract more users and requires care in planning and design. We strive for a library experience that engages the customer's intellect, yet is easy to understand. While community needs and technologies change, the library remains a social and multicultural place to meet, where diverse minds come together in search of knowledge and information. We believe successful library planning should bring financial, cultural, community, and intellectual benefits. The right approach enables optimum use of space and financial resources and provides flexibility to accommodate change. When building modifications are developed through the right process, transformation can be achieved, and consensus can be reached. A general description of our approach follows.

### IMMERSE | PRE-DESIGN

An immersive design process begins with a design team who truly listens and develops a sincere understanding of the community and library needs. We will ask the difficult questions about the existing building design and pre-design study to confirm the requirements and address additional needs that have been made apparent over the past year of COVID 19 disruptions. While the original building was designed by HGA, the new team members will bring fresh eyes and expertise to evaluate the existing space and needs. The resulting updated Pre-Design Report then serves as the framework for the remainder of the project. How the physical Library will reflect user-centered goals is yet to be discovered. A thorough and collaborative information gathering process is the essential first step.



### Pre-Design Report Verification

After reviewing the 2018 Pre Design report, our team has begun to identify questions we seek to answer. We will work with you to review and validate all aspects of the previous report to ensure the new library design meets the current needs of staff and the community.

1. What are the vision and goals for the future? How have they shifted due to COVID 19? How have they remained the same?
2. How will we solve acoustic concerns? How will the proposed solutions noted in the study enhance or alter the characteristics of the building? How will solutions impact the existing building systems such as sprinkler layouts, mechanical systems and lighting? What are the alternatives and what are the costs?
3. How is space allocated? Are the adjacencies established in the pre design report still applicable today? Is there anything missing? How is the old cafe space best utilized? How does moving the RFID scanners impact the use of the lobby and security into the building?
4. How can we improve the experience of library staff? Is the back of house workspace comfortable? Are modifications for sound control, such as separation of the AMH needed?
5. How will staff be distributed throughout the library? Are proposed sightlines from service desks unobstructed and adequate? Will staff consider mobility?
6. Creating a solution for bird safety is an important part of the renovation. HGA can provide options and bring ideas from bird specialists such as Birdmaster for a location like this where glass is in a nature setting.

These big questions demonstrate the ability of the HGA team to get to the root of the issues early in the process. Through collaborative planning, with an open mind and a deep commitment to change - answers to these big questions will be discovered.



## ENGAGE | SCHEMATIC DESIGN

HGA uses an innovative planning process to engage library staff and stakeholders to think about and plan for tomorrow, while developing actionable strategies that can be implemented today. We facilitate regular planning meetings with staff and leadership to understand current needs and build consensus around new ideas. The resulting agreed upon plans and concepts will represent the consensus of your staff and stakeholders around the priorities and future of library service for Maplewood.

Engaging the community in the design process is also essential to the process; community member's lives are directly impacted by the library design. We will work with Ramsey County and Ramsey County Library representatives to tailor an appropriate and constructive approach for community engagement specific to the needs of this project. Some of the engagement strategies may include:

- Visioning sessions: to dream about the future together
- Project updates: to keep the community informed on progress, process, and schedule
- Focus groups: to increase interactive dialogue among select constituents
- Open forums: carefully planned and facilitated to provide a space for feedback
- Web-based surveys: This tool can be very constructive for focused groups.
- Questionnaires for target audiences: to collect specific data and measure opinion on broad topics

Together, after much analysis, imagery and imagination, a consensus-based solution will emerge. This solution will not reflect HGA's vision – it will reflect the unified Vision and Goals of the Ramsey County Library and the Maplewood community. It will clearly represent a path to the future! This is something to Celebrate!

## SYNTHESIZE & REFINE | DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

### Comparative Planning

Through a series of detailed planning studies, HGA will work side by side with the library, to rethink public and staff spaces and all services within the building; Each option bringing with it new opportunities for transformation. HGA will use an evaluation matrix to aid in reaching a consensus around the selection of a preferred option for further refinement. The most challenging and exciting building to transform is an existing building!

### Staff Efficiency

Even at a conceptual planning level, HGA applies lean, linear thinking to our library planning which results in staff efficient and user friendly libraries. We look for efficiencies, observe existing patterns of material handling and staff movement and suggest efficiencies based on metrics and best practices.

### Design Development

Through the Design Development phase, staff efficiency and other issues will be further developed through comparative planning. Weekly meetings will be held to advance floor plans, design details, and product selections to a GMP level of detail.

### Construction Documents

During the CD phase, the GMP set will be further developed into documents for construction. Bi-weekly meetings will be held to coordinate with Ramsey County and Library representatives. Systems, such as low voltage, will be integrated into the set of documents, and coordination meetings with the Authority Having Jurisdiction (plan reviewer) will be held. Sets of construction packages will be issued in coordination with the construction phasing plan.

### Additional Considerations

Throughout the design process, the HGA/AP team will look for opportunities to expedite the construction process while providing an innovative library. One possible opportunity would be to utilize an acoustic system that will not impact the sprinkler system, which reduces cost and overall schedule. DIRT walls can, also, be utilized to help mitigate noise and dust issues while providing a flexible system that could be changed in the future. These panels have been utilized for the Library Administration offices at the Shoreview Library and Ramsey County Managers Office.

## CONSTRUCTION

The HGA/AP team has a proven record of delivering successful construction projects together. Our goals for the Maplewood Library Renovation project are to complete the renovation at the project budget, utilizing small and disadvantaged businesses and meeting goals, with zero injuries, in time for a Grand Opening in March 2024

Managing the contingency is an important part of the design/build team's role in maximizing value to budget. As a team, our task is to manage the construction budget while ensuring the design intent is met and the scope of work is completed at the GMP. Should there be savings in the contingency, we understand the desire is to use these funds for features that the community desires in the new library. We will monitor the contingency, and if possible, release excess funds during the construction. We will also discuss early in the project, alternates and features that could be added later if funds become available. Typical later additions could be; additional landscaping, additional cabinetry, enhanced finishes or furniture upgrades.

On a continual basis as the design progresses, we will estimate options and impacts on the project budget and provide accurate cost information so the library can make timely decisions to keep the project in budget.

AP will create interest in this project with the subcontracting community and suppliers. We will specifically work to generate interest with small and disadvantaged businesses. Our efforts will begin by getting preliminary pricing from these targeted subcontractors and continue with easy access to the construction documents for bidding, clear and understandable bid packages, and meetings and site visits to answer any questions. With these job specific efforts, along with our corporate efforts, we are confident the project subcontracting goals can be met or exceeded. We will also make sure our bidding subcontractors comply with the Responsible Contractor requirements.

Safety is important to our team. AP's proven processes of training, awareness, and task planning with safety in mind, have produced excellent safety results. This project will be completely enclosed by a fenced boundary and hard hats, safety glasses and gloves will be required to be worn by all inside the gate. All construction employees will have a safety orientation prior to beginning any work. Keeping the public and construction workers safe is our top priority.

During construction, we will hold weekly owner, architect and contractor meetings to monitor project risks, budget and schedule. These weekly meetings facilitate communication between all parties and create a forum for good problem solving, communication and team alignment. Workforce utilization will be discussed at these weekly meetings.

AP has successfully negotiated PLA agreements with both St. Paul and Minneapolis local trade unions. We do not anticipate any issues with obtaining an agreement for this project. We also have experience with the new requirement for Responsible Contractor Verification and Certification of Compliance. We have included the required prime contractor certification with this response. As design is completed, work is bid, and construction subcontracts are awarded, we will verify their compliance and submit their names on the forms provided with this solicitation.

### Phased Construction

AP has extensive experience performing phased construction. During phased construction, it is imperative that during phased construction, open communication will be essential to the project's success. Throughout the construction process, the AP/HGA team will be continuous communication with Ramsey County to assure that the overall vision is understood. When moving to different phases, the previous will be completed entirely to assure safety and functionality for the end user.

Phase 1 will include a more invasive process with implementing a new acoustical ceiling treatment, reconfiguring collections, replacing carpeting, installing additional walls, and relocating power and data.





### WORKING ON AN EXISTING SITE

Our teams often work in busy settings with little or no area to store or stage materials. We have developed strategies that allow us to work efficiently in this scenario. More importantly, through good planning, we can work in this type of environment without disruption.

We will:

- Coordinate and schedule all deliveries minimizing potential disruption while moving materials and taking deliveries.
- Plan on-time deliveries, or deliverers we meet at the loading dock and move directly to the site.
- Cleanliness is important when transferring materials through an existing space, we will use sticky mats inside doors, and wipe cart tires before exiting the construction zone and entering public space.

We have found several methods for successful communication. During the Shoreview Library project, the project managers from HGA, AP Ramsey County and Ramsey County Library held a weekly half hour phone call to check in and discuss the activities for the up-coming week. This short touch base kept everyone on track and moving forward together.

### CELEBRATE

After the punchlist is complete, we'll resolve any other outstanding items, submit O & M facilities manuals for all updated systems, coordinate with the library staff for move-in, and work with you to prepare for the grand re-opening event for the public! Time to celebrate!

## A. TEAM EXPERIENCE



The team of AP and HGA has proven to be effective with experience designing and building successful community and library projects. The team prides itself as working cohesively with you to truly listen and translate what we hear into spaces that best support your requirements. Many of our recent team collaborations include areas for gathering, connecting, and educating.

Our team has been involved with projects that build on strong traditions. In addition to our collaboration with you at Ramsey County Library in Maplewood, New Brighton and Shoreview, we have completed new construction projects at the Golden Valley Brookview Community Center, Nelson Cultural Center at American Swedish Institute in Minneapolis, Grace Church in Eden Prairie, and the Minnesota BioBusiness Center in Rochester. The Brookview Community Center provides a welcoming array of activities and community space for the neighboring community. The Nelson Cultural Center at the American Swedish Institute creates comfortable gathering and community spaces while respecting the existing historic character of the neighboring Turnblad mansion. Grace Church and Chapel provide a myriad of different sacred spaces for worship, education and fellowship. The Minnesota BioBusiness Center is home to both established research institutions such as the Mayo Foundation for Medical Education and Research and a space to nurture small start-up biotech companies.

Our shared firm resume is long-standing. Our team has been working together collaboratively for many years on projects including the Orville Freeman Building in Saint Paul and the Fair Arts School in Crystal.

We believe in true team collaboration with the owner and users to create cost effective design solutions. We believe in a "hands on" approach and a strong commitment to our clients. The team of AP/HGA offers a proven track record of delivering projects with a fresh design spirit efficiently executed, and within budget in the design/build format.

"Susan and I wanted to tell you how impressed we were with the level of detail, and the professionalism in HGA's design presentation. It was way beyond my expectations, and the contractor expressed how happy he was with the detail that went into this design development set. This will translate into better, more complete pricing for the Shoreview Library."

- Bruce Thompson, Former Director Ramsey County Property Management  
Susan Nemitz, Former Director Ramsey County Library

### HGA ARCHITECTS AND ENGINEERS

HGA is an interdisciplinary design firm committed to making a positive, lasting impact for our clients and communities through research-based, holistic solutions.

With over 920 architects, engineers, interior designers, planners, researchers, and strategists, HGA has built a network of expertise and a culture of knowledge-sharing to address the increasing complexities faced by our clients. With a history of working as an interdisciplinary practice, we have developed a truly integrated approach that yields inventive, efficient, and humane responses to the profound challenges of our time.

Founded in Minneapolis in 1953, HGA now has 11 locations coast to coast: Boston, MA; Washington, DC; Alexandria, VA; Madison and Milwaukee, WI; Minneapolis and Rochester, MN; and Los Angeles, Sacramento, San Francisco, and San Jose, CA. HGA's approach is based on an integrated team of architects, engineers, interior designers and specialty disciplines that work in concert, across all office locations, to provide integrated design solutions. Our work is built upon a foundation of deep, penetrating insight into client needs. To develop that insight, our process includes exploring broad social and technological developments, evidence-based design research, researching market-specific challenges, delving deeply into our client's organizations, and employing a host of tools to understand what is critical to the quality of our work with each client. Upon this foundation of fresh understanding, we help clients create purposeful design with an enduring impact.



HGA offers a full complement of architecture, engineering, planning and design services. Within our organization, we have the expertise to address any issue that may come up during the Maplewood Library Renovation project. All of these in-house resources are available to be seamlessly integrated into your design process if needed. We are proud of the truly integrated services that we offer and the value it can bring to Ramsey County.

- A/V, Telecomm and Security
- ADA Studies/ADA Compliance
- Building Code Analysis
- CAD-generated Facility Drawing Coordination
- Civil Engineering
- Construction Administration
- Feasibility Studies
- Life-Cycle Cost Analysis
- Management Documentation
- Model Building and Animation
- Physical Model Building
- Process Management / Lean Thinking
- Programming
- Regulatory Compliance Reviews
- Site Assessments
- Structural Engineering
- Sustainability Coordination: Minnesota Sustainable Building Guidelines (B3) and LEED
- Urban Planning and Landscape Architecture

118 Architecture 29 Interior Design 33 Mechanical Engineering 33 Electrical Engineering 21 Structural Engineering 04 Civil Engineering 04 Landscape Architecture 01 Design Insight/Research 04 Specifications 03 Cost Estimating 04 Sustainability Specialist 60 Administrative 13 Computer (IT) 327 Total Minneapolis 920 Total Firm 168 LEED Accredited Professionals

**BUILDING TRUST. COMMUNITIES. PEOPLE.**

Founded in 1946, AP has adapted and grown to become one of the leading construction management and contracting firms in the U.S. Our dedication to clients, communities, and employees, along with a commitment to core values, quality, innovation, and strong business relationships, has allowed us to become a leader in the industry and a dependable partner.

We have distinctive experience and expertise that our clients have come to appreciate and value, and we continue to invest in new systems and technology to provide better service, become more efficient and improve overall quality. This year AP will commemorate its long legacy and celebrate the employees and industry partners who have made the company what it is today!

**Outperform:** Our commitment to your satisfaction extends beyond building a structure. We will collaborate with you every step of the way to fully understand your goals and ensure your vision is never lost.

**Reputation:** 75 successful years in business, has taught us the importance of long-term relationships with clients and with our subs. We maintain relationships with top-tier trade partners and industry partners which translates to better teams, better schedules, and better quality for your project.

**Culture:** AP's culture is truly unique and is built on an unwavering dedication to our clients and our employees. Most simply, we build strong teams which build great projects.

**Expertise:** AP has built millions of square feet of public and private project throughout the nation. Our innovative team members specialize in creating energy efficient and sustainable workplaces that not only support enhanced work environments, but also allow our corporate clients to reduce their facility operating costs.

**Talent:** Our team has proven to be an effective team working on similar projects at Ramsy County, and we are prepared to deliver the same team for your project.

**Top Resources:** AP has reliable equipment, sound financial resources, the newest technologies and access to the best trade partners and vendors to ensure a successful project.

**Sustainability:** Green building is ingrained in our culture. With 140+ LEED® (Leadership in Energy and Environmental Design) Professionals on staff, we understand the impact of construction and how to build responsibly to meet your sustainability goals.

18 Accounting 6 Administrative 14 Assistant Project Managers 3 BIM 8 Business Development 9 Estimating 12 Information Technology 18 Marketing 13 Principal 3 Preconstruction 67 Project Coordinators 29 Project Managers 8 Safety 16 Senior Management 80 Superintendent 34 Assistant Superintendent 53 Field Engineer 21 Intern 236 Trades (changes daily) 4 Warehouse 27 other 679 Employees Firm wide

**Cost and Value Analysis:** We will partner with you to find solutions to save money over time by presenting options to help guide wise project decisions.

As your general contractor, our role is to manage overall project success and our focus will be on achieving the results you hired us to accomplish. To do this, we have a wide range of duties and responsibilities that entail hard work and thorough review. These include:

- Serving as the main point of contact for both the Ramsey County Libraries and HGA
- Providing Ramsey County with VE ideas, constructability solutions and practices, sustainability options and objectives to mitigate potential design conflicts or issues
- Providing open-book cost options
- Managing permits, inspections, and warranties
- Coordinating and selecting trade bids and trade partners
- Providing BIM and 3D services as needed
- Leading meetings and providing effective communications to the entire team throughout the project
- Creating and supporting long-term and short-term schedules
- Managing trade partners to ensure quality and safety
- Ensuring public safety from construction and providing traffic re-routes/wayfinding as needed
- Managing day-to-day construction activity and ensuring on-time and on-budget construction
- Providing necessary materials, equipment and skilled labor
- Working with local utility entities
- Disposing/Recycling construction waste and ensuring a clean construction site
- Providing public communications for construction activity

### SUSTAINABILITY PHILOSOPHY

Enduring structures are the foundation of sustainability. Working in a collaborative manner, we will find sustainable building features that meet both your project goals and long-term needs. Our approach is to work with you and the design team to find the best solutions to reduce energy consumption, decrease environmental impacts and support the long-term visions of your building. By balancing your project ambitions with the project budget and schedule, our expert team will bring forth innovative ideas that are feasible for the construction of your building so appropriate design opportunities can be realized. In addition, our team will work with you to understand the maintenance needs and the long-term.

We understand the impact construction has on the environment and are on the forefront of responsible building with over 140 LEED® Leadership in Energy and Environmental Design Accredited Professionals on staff. We are an active member of the USGBC (U.S. Green Building Council), are ranked among the top Green Builders by Engineering News Record and have built some of the most recognizable sustainable projects in the country.

Since the inception of Minnesota's sustainability guidelines B3, AP has overseen construction of over 30 projects. We are familiar with this performance based rating system and the contractor's role in reaching these requirements. Our firm has also built many projects with SB2030 requirements.

### MINNESOTA B3 GUIDELINES AND SB2030

Our proposed team has experience and has achieved success using the Minnesota B3 Guidelines. Since the inception of Minnesota's sustainability guidelines B3, AP has overseen construction of over 30 projects. We are familiar with this performance based rating system and the contractor's role in reaching these requirements. Our firm has also built many projects with SB2030 requirements.

HGA has a long history of working with the MN B3 Guidelines from its earliest inception in the late 1990s through today's current version. Our approach to the Maplewood Library project will be to work closely with the County to meet the MN B3 including SB2030 requirements and sustainability goals for this project. Through communications with the State of Minnesota, we understand that the County will be the administrator of the MN B3 and SB2030. As such, we will meet with them early to discuss the B3 and SB2030 goals and expectations of this project.

HGA has successfully administered 15 B3 projects using the State of Minnesota Sustainable Building Guidelines on a variety of project types from libraries, University of Minnesota, MINSCU and MN Zoo projects for both new and renovation projects. We have used the guidelines on projects that have required B3 because of state funding as well as projects that have complied voluntarily.



# PROJECT WORKPLAN

PHASE I		
IMMERSE PRE-DESIGN	ENGAGE SCHEMATIC DESIGN	SYNTHESIZE DESIGN DEVELOPMENT
OCT. 2021 - MAR. 2022	MAR. 2022 - JUN. 2022	JUN. 2022 - SEP. 2022
<p><b>Milestones</b>                      Project Kick Off Meeting - October 12, 2021                      Draft Pre-Design Report - December 17, 2021                      Community Engagement Event #1 - DATE                      Final Pre-Design Report - February 10, 2022                      Project Scope Determination - March 3, 2022</p> <p><b>Tasks</b></p> <ul style="list-style-type: none"> <li>Team member introductions</li> <li>Discuss budget and schedule goals</li> <li>Review Project Scope</li> <li>Determine communication and decisions protocol</li> <li>Project Success Factors</li> <li>Visioning Exercise &amp; discussion of 2018 Pre Design Report</li> </ul> <p><b>Site Investigation:</b> Our team will gather information and learn about the existing building to assess building systems and to inform planning and design decisions. We will do this through:</p> <ul style="list-style-type: none"> <li>Site Visits</li> <li>Review existing building drawings</li> <li>Code Review</li> <li>Site Analysis: review architecture, mechanical, plumbing, electrical, and lighting systems</li> </ul> <p><b>Work Sessions:</b> We will conduct weekly work sessions with the Owner to review project development. Topics will include:</p> <ul style="list-style-type: none"> <li>Review, validate and revise existing Pre-Design Report</li> <li>Study options for incorporation of Service Center; analyze use of existing space and study options for building addition</li> <li>Project budget</li> </ul>	<p><b>Milestones</b>                      Schematic Design Review Set (95%) - May 13                      Issue Schematic Design - May 27                      Updated Cost Estimate - June 10                      Community Engagement Event #2 - TBD</p> <p><b>Tasks</b>  <b>Work Sessions:</b> We will conduct weekly work sessions with the Owner to review project development. Topics will include:</p> <ul style="list-style-type: none"> <li>Preliminary floor plan options including Furniture</li> <li>Acoustic analysis and options for controlling sound within the library.</li> <li>Investigation of products or systems to provide best value while meeting project goals. Examples include: DIRT walls to separate space vs. other systems and options for sound absorption at ceiling.</li> <li>Development of design concepts for interior spaces and potential building addition through material selections, elevations and 3D visualizations.</li> <li>Site concept development for potential building addition including Civil engineering.</li> <li>Development of building systems: mechanical, plumbing, electrical, lighting, audio-visual.</li> </ul> <p><b>SD Review Set:</b> As a team we will review the schematic design documents to confirm all aspects of development.</p> <p><b>Estimate Project Costs:</b> Our team will estimate project costs and if needed align the design with the budget through careful determination of how the design can be optimized for value.</p>	<p><b>Milestones</b>                      Design Development Review Set (95%) - Aug. 12                      Issue Design Development - September 2                      Updated Cost Estimate - September 16                      Community Engagement Event #3 - TBD  <b>Phase I Approval and GMP Set - September 30</b></p> <p><b>Tasks</b>  <b>Work Sessions:</b> We will conduct weekly work sessions with the Owner to review project development. Topics will include:                      Revised floor plans that integrate Owner feedback; Development of design details, product selections and material selections; Development of furniture, fixtures and equipment selections; Development of site concepts including landscape and plantings; Development of building systems: mechanical, plumbing, electrical, lighting, audio-visual.</p> <p><b>DD Review (Phase I Review):</b> As a team we will review all Phase I documents to confirm project requirements and obtain Phase I Approval</p> <p><b>Set GMP:</b> The Guaranteed Maximum Price will be set for the project at the end of this phase.</p> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>Design Development Documents</li> <li>Updated Cost Estimate</li> <li>Updated Project Schedule</li> <li>Phase I Summary Report</li> <li>Energy Modeling</li> </ul> <p><b>PHASE I KEY PROJECT STAFF</b></p> <p>Zach Hermer - Est. involvement As needed%                      John Huyett - Est. involvement 20%                      David Grandstaff - Est. involvement 50%                      Zach Shanely - Est. involvement 10%                      Tim Clark - As needed                      Kate Lohrenz - Est. involvement 50%                      Erica Fredericksen - Est. involvement 50%                      Jason Vanselow - Est. involvement 50%                      Amanda Henderson - Est. involvement 75%</p> <p>Engineering Disciplines - Engineering team members will each have a time commitment of 20%-50% throughout the design process. During the Pre Design phase, team members will be included as needed to complete building studies and site evaluation. The actual time commitment needed for each team member will be established as Pre Design progresses and the project scope is determined.</p>
<p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>Project Schedule</li> <li>Design meeting schedule</li> <li>Overall project/construction schedule</li> <li>Updated Pre Design Report</li> <li>Revised Pre Design project budget</li> </ul>	<p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>Schematic Design Documents</li> <li>Schematic level plans</li> <li>Interior Elevations</li> <li>Material Selections</li> <li>Building Systems development</li> <li>Updated Cost Estimate</li> <li>Updated Project Schedule</li> <li>Energy Modeling</li> </ul>	

PHASE II		
REFINE CONSTRUCTION DOCS	CREATE CONSTRUCTION	CELEBRATE
OCT. 2022 - MAR. 2023	APR. 2023 - DEC 2023	DECEMBER 2023
<p><b>Milestones</b>                      OD Progress Set (50%) - December 2023                      Meet with AHJ - January 2023                      OD Review Set (95%) - February 2023                      Issue Construction Documents - March 2023</p> <p><b>Tasks</b>                      Work Sessions: We will conduct weekly work sessions with the Owner to review project development. Topics will include:                      Review of floor plans and interior elevations; Review of architectural design, details and specifications including door hardware, material selections and product selections.; Final selections and coordination for interior design including finishes, millwork, window coverings, etc.; Approval of furniture, fixtures and equipment selections and layouts; Finalization of site improvements or modifications; Finalization of building systems: mechanical, plumbing, electrical, lighting, audiovisual.</p> <p><b>AHJ Approval:</b> Our team will work with the City of Maplewood or other permitting agencies having jurisdiction over the building site to coordinate and facilitate the permitting process.</p> <p><b>Quality Assurance:</b> Our team will conduct an internal review of the documents to ensure document and code standards are met.</p> <p><b>Owner Review Set:</b> We will discuss final Owner review comments for incorporation into the ODs, review any alternates, and discuss the bidding process</p> <p><b>Estimate Project Costs:</b> Our team will estimate project costs and if needed align the design with</p>	<p><b>Milestones</b>                      Bidding &amp; Project Approvals - April 2023 Construction - Dates from A&amp;P                      Move in - Dates from A&amp;P</p> <p><b>Tasks</b></p> <ul style="list-style-type: none"> <li>• Progress Meetings.</li> <li>• Coordinate Communication between trade partners.</li> <li>• Build per contract documents.</li> <li>• Implement Production Phase of Quality Management Plan.</li> <li>• Assure project site stays safe and clean.</li> </ul>	<p><b>Milestones</b>                      Construction Complete &amp; Grand Re-Opening - December 2023</p> <p><b>Task</b>                      Complete project closeout documents                      After the punchlist is complete, we'll resolve any other outstanding items, submit O &amp; M facilities manuals for all updated systems, coordinate with the library staff for move-in, and work with you to prepare for the grand re-opening event for the public!</p>
<p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Construction Documents</li> <li>• Working drawings</li> <li>• Specifications</li> <li>• Updated Cost Estimate</li> <li>• Updated Project Schedule</li> <li>• Energy Modeling</li> </ul>	<p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Meeting minutes</li> <li>• RFI's</li> <li>• Submittals</li> <li>• Inspections</li> <li>• Tests</li> </ul>	<p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Project close out documents</li> </ul>
		<p><b>PHASE II KEY PROJECT STAFF</b>                      Zach Hermer - Est. involvement 50%                      John Huyett - Est. involvement 10%                      David Grandstaff - Est. involvement 0%                      Zach Shanely - Est. involvement 100%                      Tim Clark - As needed                      Kate Lohrenz - Est. involvement 50%                      Erica Frederiksen - Est. involvement 50%                      Jason Vanselow - Est. involvement 50%                      Amanda Henderson - Est. involvement 75%</p> <p>Engineering Disciplines - Engineering team members will each have a time commitment of 20%-50% throughout the design process. During the Pre Design phase, team members will be included as needed to complete building studies and site evaluation. The actual time commitment needed for each team member will be established as Pre Design progresses and the project scope is determined.</p>

\*The AP/HGA team would like to discuss with you efficiencies to shorten the time frames needed per phase, which could result in an earlier move-in date, and potential cost savings.

## DIVERSE WORKFORCE



### COMMITMENT TO RECRUIT

AP has done local hiring, sponsored apprenticeship opportunities with the unions and also been involved in youth enrichment programs to increase our workforce participation.

- Apprenticeship Programs/Youth Enrichment Programs
- Carpenters Apprenticeship Training Program
- Cement Finisher Apprenticeship Training Program
- Laborers Apprenticeship Training Program
- LEAP (Labor Education Advancement Program)

As a union contractor, AP is actively engaged in a variety of apprenticeship programs. In addition to working with multiple unions (all of which are all active members in the Minnesota Department of Labor and Industry's Approved Apprenticeship Program), AP also plans to collaborate and solicit employment through several training organizations to help draw minorities into the trades.

- Summit Academy
- Saint Paul Technical College
- Goodwill Easter Seals
- Construction Career Training Program (CCTP)

AP also recruits employees from colleges, universities and trade schools where we encourage and educate women and minority students on the benefits of

a career in the construction industry. AP has held a seat on the Construction Management Advisory Board for Mankato State University and the University of Minnesota.

AP agreed to be a sponsor for the Carpenters Union when they were applying for a grant for a pre-apprentice training program for women.

Recently an AP minority carpenter completed all of the supervisory training classes given through the AGC of Minnesota. Upon his completion of these classes, AP gave him more responsibilities at one of our major project sites.

AP allows staff to volunteer during work hours at the Construct Tomorrow Events that have been held for high school students throughout the Twin Cities and Rochester. More than half of these students attending these events have been minority or female. AP recently became an annual sponsor of this program.

# DIVERSITY AND INCLUSION

While HGA is not a certified diverse-owned business, we are committed to diversity within our workplace and through partnerships on our projects. It is the firm's vision to be a thriving, positive environment where employees are proud to work, diversity is celebrated and all are treated with respect. We hold that same vision for our projects and for the communities in which we work. We proactively seek opportunities to fulfill this vision through each project opportunity.

## COMMITMENT TO INCREASED EQUITY

HGA is committed to increased equity in the economy, both within our own practice and in partnerships on our projects. We strive to foster lasting relationships with quality small firms owned by those from under-represented backgrounds, with the goal of providing mentorship and financial growth so that they—and our profession—emerge stronger.

Over the past few years we have been working to foster a more equitable culture at HGA, most recently working with an outside consultant to help us effectively implement what we believe. Equity is integral to living our values, to achieving our strategic goals, and to leading as a 21st century design firm. As part of our equity work, we've made steps toward understanding and educating ourselves on what we must do to attract and retain talent with diverse perspectives.

In 2019, all employees were invited to various training sessions on how to live our values in the workplace. Each office is continuing this work on a monthly basis to create equity as part of the culture at HGA. This has been a financial time investment with the hope that all feel welcomed to be themselves.

We are beginning to use that awareness to challenge certain long-standing beliefs and standards, looking at HGA's world through an equity lens. Recently, we have completed the following initiatives to improve equity.

- Performed equal pay audit and compensation review
- Held two rounds of gender equity training with Dr. Heather Hackman for 73 firm leaders as well as five training sessions for the entire staff.
- Formed a firm-wide Equity Task Force, made up of alumni of the equity training, to help firm leadership determine next steps.
- Currently building office-based task forces (open to all) to create goals and activities for each office, including additional training.

## TRACKING RESULTS

As decisions are made to contract with consultants we will update the diversity participation log to track our progress toward the goals. The following is a description of the types of formal records that will be maintained regarding the requirements and goals of Sub-Contracting Plans, including HGA's efforts to locate Small Business Concerns and award subcontracts to them.

The records shall include the following (on a firm-wide basis, unless otherwise indicated):

1. Source lists (e.g., CCR), guides, and other data that identify Small Business Concerns.
2. Organizations contacted in an attempt to locate sources that are Small Business Concerns.
3. Records of outreach efforts to contact
  - a. Trade associations and business development organizations;
  - b. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and Veterans service organizations.
4. Records of internal guidance and encouragement provided to HGA staff through:
  - a. Workshops, seminars, training, etc.; and
  - b. Monitoring performance to evaluate compliance with the program's requirements.

**CONTRACTING AND PROCUREMENT SPEND PERCENTAGE**

In 2020, HGA paid 452 consultants a total of \$41M. 131, or 29%, of those vendors were small, diverse, or disadvantaged businesses. Fees paid to those consultants totaled approximately \$13.5M, or 33% of the total paid to consultants.

BUSINESS DESIGNATION, FEES PAID (\$ AND %)	TOP 3
WOMAN OWNED \$685,551 1.7%	Snow Kreilich Architects Inc. Horton Lees Brogden Lighting Design Patricia Hord Graphik Design
MINORITY OWNED \$936,933 2.3%	Desman, Inc. ME Engineers, Inc. Oneida Total Integrated Enterprises, LLC
VETERAN/SERVICE DISABLED VETERAN \$986,777 2.4%	Mark G. Anderson Consultants William H. Gordon Associates, Inc. McKay Conant Hoover, Inc.
SMALL/SMALL DISADVANTAGED 11,549,765 28.2%	Mazzetti, Inc. Dunham Associates, Inc. Champlin/Haupt Architects, Inc.

**SUPPLIER DIVERSITY PROGRAM**

At HGA, we have a designated Small Business Liaisons Officer (SBLO) that is the primary person responsible for the review and implementation of the following activities relating to Small Businesses and Subcontracting plans on behalf of HGA. The activities described below are on-going, happening behind the scenes to ensure we have a good network of potential consultants to work with. In addition, we have a long history of successful relationships with SMW/D/VBE consultants that we can draw from as candidates for your project. The following is a summary of the documentation steps we take to meet project diversity participation goals:

-  Identify and select specific items of the project for which a sub-contract could be awarded to be performed by diversity sub-contractors to provide an opportunity for participation by those enterprises.
-  Advertise, not less than 10 calendar days before the date proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the client for diversity sub-contractors that are interested in participating in the project.
-  Provide written notice of his or her interest in proposing on the project to certified diversity sub-contractors not less than 10 calendar days prior to the submittal of proposals.  
*(This paragraph applies only if the client gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.)*
-  Follow up initial solicitations of interest by contacting the diversity sub-contractors to determine with certainty whether the diversity sub-contractors were interested in performing specific items of the project.
-  Provide interested diversity sub-contractors with information about the project and requirements for selected sub-consultants.
-  Request assistance from minority and women community organizations; minority and women contractor groups; local, state, or Federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available.
-  Negotiate in good faith with the diversity sub-contractors, and not unjustifiably reject as unsatisfactory proposals prepared by any diversity sub-contractors.
-  Where applicable, the proposer advises and makes efforts to assist interested diversity sub-contractors in obtaining bonds, lines of credit, or insurance required by these contract documents.

# CERT PARTICIPATION UTILIZATION

## AP'S DISADVANTAGED BUSINESS PARTICIPATION (CERT SBE)

AP takes an all-inclusive approach to obtaining disadvantaged business participation on all our projects. This is accomplished by the following: The IPD approach involves all team members forming a partnership in a collaborative process of planning and developing the parameters of the project, with open lines of communication regarding the budget, as well as the project schedule, risks to the project, site logistics, communication plans and any early procurement requirements.

It is critical to establish early in design a realistic cost model budget that is based on accurate data. We will quantify to the greatest extent possible our initial cost model.

Our Subcontractor Coordinator will research the Central CERT program list to identify potential subcontractors and suppliers to include during our solicitation process.

Project notices will be sent to various industry organizations that assist DBE subcontractors and suppliers such as the Association of Women Contractors (AWC) and the National Association of Minority Contractors (NAMC), to inform their members of the project.

Advertising solicitation requests for diverse business proposals in various industry builder's exchanges and circulations. This request will also serve as notification of the project goals to all interested subcontractors and suppliers and that we expect them to participate in achieving these goals.

All project documents are posted on AP's online Bid Doc site for 24/7 access for viewing and downloading. Hard copies are also available in our office plan room for DBE subcontractors/suppliers to use.

AP's Estimators will reach out to DBE subcontractors that have expressed interest in the project, to see if they can assist them with a better understanding of the project. Scopes of work are broken down whenever possible to facilitate DBE participation.

Larger subcontractors are encouraged to use DBEs as a part of their proposals to AP. The aforementioned practices have been successful as indicated in our past project DBE achievements listed below:

## AP'S SBE UTILIZATION (CERT SBE)

Supporting and engaging women and minorities at AP is second nature. Our diverse group of professionals promotes and provides opportunities for all—regardless of age, gender, race or religion.

AP strives to increase the skills and improve performance of our small, minority- and women-owned firm partners, not just meet mandated goals. This creates true opportunity and therefore a stronger pipeline of talent within our industry. AP supports and engages women and minorities via many internal, external and on-the-job initiatives.

### INTERNALLY

Recognizing that construction historically has been a male-dominated field, AP's employees created a Women in Construction group. This group meets regularly to provide career development opportunities and educational events that are geared specifically for women.

### EXTERNALLY

AP shows support for women and minority groups in our community as well. For example, the AP Women in Construction group participates annually in the Career Day for Girls event by hosting a group of female high-school students interested in the construction industry. AP employees present information about their roles in the construction industry and conduct job site tours.

### ON THE JOB

Our employees provide technical support and mentorship to our small and minority-owned partners and work closely with programs and organizations that promote diversity and inclusion in the construction trades.

Recent Workforce Participation	Goal	Actual
University of Minnesota - Scott & Nolte Hall Elevators	10%	14.6%
Bemidji Veterans Home	7%	11%
Metro Transit Bus Garage	15%	15.4%
MCF - Shakopee Perimeter Security Fence	7%	11.5%

# INCLUSION EXPERIENCE

## INCLUSION APPROACH

### Outreach Efforts

General outreach efforts remain important because they build relationships and ultimately help us reach our DBE goals. We must maintain continued, documented, involvement in groups that focus on DBE subcontractors and in-office meet and greets. The OEO focuses on project specific efforts, however, so it is key that we engage in systematic discussions at the general outreach meetings regarding specific projects and note those discussions as well as follow up by email.

### Project Strategy Meeting

Initial DBE focused strategy meeting for soliciting and maximizing DBE participation to meet the goal that has been set for the project. In this meeting the team should determine best scopes of work to target for maximum participation see Project Strategy Agenda.

- Initial Solicitation.
- Wide distribution of bid solicitation to DBEs as soon as possible.
- AP's willingness to assist DBEs with any concerns they have upon review of the solicitation.
- Provide clarifications/revisions of scope.
- Provide information and contacts for certification information.
- Assist DBE with required project documents.
- Document any feedback you received regarding why a DBE is not interested (i.e. distance, size of job, etc.) preferably this is in an email from the sub/supplier.
- Documented distribution to all relevant DBE planning rooms.
- Emphasize at the pre-bid meeting the DBE requirement and specifically request that DBEs come to AP to discuss how they can potentially participate in the project.
- Hold Meet and Greet and invite all DBEs.
- Emphasize to all first tier subs of the DBE requirement and the importance of including DBE sub-tiers in their proposals.
- Reach out to OEP outlining efforts/seeking input on other potential DBEs that we can connect with as both prime and sub-tiers.

### Scope of Work

- Consider impact of scope packages on potential DBEs when strategizing to maximize DBE participation.
- When possible break work scopes into smaller packages as appropriate to incentivize DBEs to participate.
- Assign trade codes to several team members for scope follow through.
- Review scopes for potential for connecting DBEs with first tier subcontractors.
- Facilitate meetings/send emails
- With respect to self-perform, analyze for opportunities to carve out scope for DBEs to bid
- Hold internal meetings periodically through bidding period to discuss progress. Document discussion.

### Throughout Project Construction

- Add TGB procurement strategies to post bid interview.
- Continue to look for opportunities to add DBE participation (added scope). Add language to PRs requesting subs include participation whenever possible.
- Send Quarterly reminders to first tier subs to add participation throughout duration of project.
- Periodic internal meetings with construction team to discuss status, opportunities and strategy.

WORKFORCE PARTICIPATION	Minority Goal	Actual	Women Goal	Actual
MN Vets Building 16 & 17	11%	14.55	6%	6.29%
Orville Freeman Panel	32	56.91%	6%	17.48%
Capital Ramp	32%	35.46%	6%	7.49

## Exhibit C to the Part 1 Agreement

## Billing Rate Schedule

Contractor Name	Position/Category	Hourly Rates
Tim Clark	VP, Project Management	\$ 209.00
John Huyett	Project Executive	\$ 128.00
Zach Hermer	Project Manager	\$ 116.00
Zach Shanely	Superintendent*	\$ 116.00
Jared Anderson	Safety*	\$ 116.00
David Grandstaff	Director of Estimating	\$ 128.00
Jeff Krick	Senior Estimator	\$ 121.00
TBD	Accountant	\$ 54.00
Katie Milton	Project Coordinator	\$ 54.00
TBD	Architect / Engineer	\$ 135.00
Roxanne Zdon	EEO / Affirmative Action Coordinator	\$ 74.00
Jacob Beckham	BIM / CADD	\$ 102.00
TBD	LEED Administrator / Specialist	\$ 86.00
TBD	IS / Network Support	\$ 84.00
TBD	Scheduling Engineer / Last Planner System	\$ 102.00
TBD	Courier (per trip) (\$50/hr - excess of 1 hr)	\$ 50.00
Mia Blanchett	Principal-in-Charge	\$ 225.00
Kate Lohrenz	Project Manager	\$ 135.00
Jason Vanselow	Project Designer	\$ 135.00
Amanda Henderson	Project Coordinator/Architect	\$ 140.00
Erica Frederiksen	Library Planner / Interior Designer	\$ 120.00
Sarah Berseth	Mechanical Engineer	\$ 195.00
Sarah Jorczak	Structural Engineer	\$ 195.00
Mike O'Connell	Electrical Engineer	\$ 170.00
Chrysanthi Stockwell	Lighting Designer	\$ 155.00
Brit Erenler	Landscape Architect	\$ 118.00
Erik Hansen	Civil Engineer	\$ 180.00
<b>Additional Support As Needed</b>		
TBD	Staff Architect	\$ 100.00
TBD	Staff Interiors	\$ 90.00
TBD	Staff Engineer	\$ 115.00
TBD	Administrative	\$ 70.00

**Exhibit D to the Part 1 Agreement**

**General Terms and Conditions**

*Note: For Purposes of this Exhibit D, the term "Contractor" shall mean "Design/Builder" and the term "County" shall mean "Owner" as those terms are defined in the Part 1 Agreement.*

**1. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the Owner.

**2. Successors, Subcontracting and Assignment**

**2.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the Owner in respect to all covenants, contracts and obligations contained in this Agreement.

**2.2.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the Owner and subject to such conditions and provisions as the Owner may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

**3. Compliance with Legal Requirements**

**3.1.**

The Contractor shall comply with all applicable federal, state and local laws, local ordinances, and the rules and regulations of any regulatory body acting thereunder and with the provisions of all licenses, certifications and other requirements necessary for the execution and completion of the contract.

**3.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

**3.3.**

Prior to entering into a contract with Ramsey County, a domestic corporation must submit a Certificate of Good Standing issued by the Minnesota Secretary of State's office pursuant to Minn. Stat. §5.12, and a foreign corporation must submit a Certificate of Authority issued by the Minnesota Secretary of State's Office pursuant to Minn. Stat. §303.03. The Contractor shall maintain a Certificate of Good Standing or a Certificate of Authority, as applicable, and shall submit the Certificate upon request by the Owner, throughout the term of the agreement and including amendments to renew as and if allowed by the contract.

**4. Data Practices**

**4.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**4.2.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which Owner data is contained or which are used to access Owner data in the course of providing services under this Agreement. Access to Owner data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all Owner data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the Owner written verification that the data has been purged.

## **5. Security**

### **5.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

### **5.2.**

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the Owner not more than 7 business days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the Owner may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

### **5.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

### **5.4.**

The Owner retains the right to inspect and review the Contractor's operations for potential risks to Owner operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

### **5.5.**

All Owner data and intellectual property stored in the Contractor's system is the exclusive property of the Owner.

## **6. Indemnification**

The Contractor shall indemnify, hold harmless and defend the Owner, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the Owner, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors,

and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**7. Contractor's Insurance**

**7.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**7.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the Owner contracting department evidencing such coverage to the Owner throughout the term of this Agreement.

**7.2.1**

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability

**7.2.2.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

**7.2.3**

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

**7.2.4**

Professional liability of no less than \$1,000,000 per claim and \$2,000,000 aggregate limit.

**7.2.5**

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

**7.3.**

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

**7.4.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

**7.5.**

If the Contractor is driving on behalf of the Owner as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

**7.6.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.

**7.7.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**7.8.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the Owner.

**7.9.**

All Certificates of Insurance shall provide that the insurer give the Owner prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

**7.10.**

Nothing in the Agreement shall constitute a waiver by the Owner of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**8. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the Owner, the State Auditor, or the Owner's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**9. Non-Conforming Services**

The acceptance by the Owner of any non-conforming goods/services under the terms of this Agreement or the foregoing by the Owner of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the Owner's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the Owner provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**10. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor. The Owner may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Owner from the Contractor is determined.

**11. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Owner. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

**12. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence,

as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**13. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

**14. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The Owner may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the Owner's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the Owner.

**15. Termination**

**15.1. Termination by the Owner**

**15.1.1.**

The Owner may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the Owner upon the commencement of such proceedings or other action.

**15.1.2.**

The Owner may terminate this Part 1 Agreement if the Contractor violates any material term or condition of this Part 1 Agreement or does not fulfill in a timely and proper manner its obligations under this Part 1 Agreement. In the event that the Owner exercises its right of termination under this Paragraph, it shall submit written notice to the Contractor and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Contractor to cure the default within ten (10) business days of receipt of the notice of default. Upon termination, the Contractor shall take all actions necessary to discontinue further commitments of funds, and the Owner shall take possession of the site and of all materials and finish the Part 1 Services by whatever method the Owner may deem expedient.

**15.1.3.**

The Owner may terminate this Part 1 Agreement without cause upon giving at least thirty (30) business days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in accordance with this Agreement up to and including the effective date of termination.

**15.1.4.**

This Part 1 Agreement may be terminated by the Owner upon immediate written notice to the Contractor in the event that the Project is abandoned. If such termination occurs, the Owner shall pay the Contractor for services completed and for proven loss sustained upon materials, equipment, tools, construction equipment and machinery.

**15.1.5.**

Any termination by the Owner shall be without prejudice to the rights of the Owner to pursue other remedies against the Contractor.

**15.2. Termination by the Contractor**

**15.2.1.**

If the Owner fails to make payment of undisputed amounts or otherwise violates any material term or condition of this Part 1 Agreement the Contractor may give written notice that the Contractor intends to terminate this Part 1 Agreement, giving the specific reasons therefore. Termination shall be immediately effective upon the failure of the Owner to cure the default within ten (10) business days of receipt of the notice of default. A good faith dispute by the Owner regarding the amount of payment and failure to pay disputed amounts, which is subject to the provisions of the Minnesota Prompt Payment Act, does not constitute grounds for termination by the Contractor under this paragraph.

**16. Interpretation of Agreement; Venue**

**16.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

**16.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**17. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

**18. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

**19. Title - Risk of Loss**

**19.1**

Title to goods and/or all associated documentation shall pass to the County upon payment by the County for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

**19.2**

The County shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to the County as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of the County or its employees.

**20. Submittals**

No portion of the work requiring submission of a shop drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the County.

**21. Clean Up**

The Contractor shall at all times keep County premises free from accumulation of waste materials or rubbish caused by its operations.

**22. Lobbying**

For all contracts involving over \$150,000 in federal funds, the Contractor must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached to this RFP, and submit it as part of the proposal contents.

**23. Safety Compliance**

**23.1**

The Contractor and all subcontractors shall at all times during the performance of the Work under this Part 2 Agreement be and remain in compliance with and responsible for any conditions imposed upon the County by OSHA requirements.

**23.2**

A risk control program must be implemented on site during this project.

**24. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the Owner and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

**25. Sustainable Architecture Guidelines and Specifications**

**25.1**

The Contractor will develop and incorporate sustainable architecture guidelines and specifications under the Part 1 Agreement, subject to approval by the Owner.

**25.2**

The Project will be required to follow the State of Minnesota Sustainable Building Guidelines and meet the Minnesota SB 2030 Energy Standard (<http://www.b3mn.org>). Energy modeling shall be included at each design phase to model the energy use for the building and evaluate various options for reducing energy use in order to meet the sustainable building requirements.