



Ramsey County Contract Summary

Contract Number: PRMG000084

Contractor Name: KRAUS - ANDERSON CONST CO
Vendor ID: 0000035350
SBE SVN/DUNS ID/MN VA:

Department: Property Management

Contract Authority / Resolution: Resolution
Resolution #: TBD

Good/Service Type: Design/Build

Contract Description: Public Health Building 555 Cedar Design/Build Phase I

Contract Type: Design-Build Phase I

Funding Notes (optional):

Original Contract Begin Date: October 7, 2020
Original Contract End Date: December 16, 2020

Comments:

**AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR THE
PUBLIC HEALTH BUILDING AT 555 CEDAR 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 55102

and the Design/Builder:
Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

For the following Project:

CONSTRUCTION MANAGER/DESIGN TEAM FOR DESIGN, ENGINEERING AND CONSTRUCTION SERVICES TO REMODEL THE EXISTING PUBLIC HEALTH BUILDING AT 555 CEDAR AVENUE, SAINT PAUL, MINNESOTA 55101, as described in the Owner's Request for Proposals ("RFP") # PRMG0000021523 - RAMSEY COUNTY PUBLIC HEALTH FACILITY DESIGN-BUILD PROJECT, 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 # PRMG0000021523 - Ramsey County Public Health Facility Design-Build Project as modified and agreed to by both the Owner and Design Builder, 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
Wold	41467	Subcontractor
To Be Determined		Mechanical Electrical Plumbing Consultant

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 easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program; and support the Owner's efforts to obtain the **Conditional Use Permit, historic district reviews, 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 with the Owner's Project Team to:
 - Discuss design objectives
 - Discuss the anticipated interior/exterior demolition and reconstruction and new finishes
 - Discuss the anticipated mechanical, electrical, and roof systems changes
 - Determine if the Project budget is consistent with preferences for reconstruction and engineering system modifications 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 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 October 30, 2021. 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**, --Scope of Work, from the Owner's RFP # PRMG0000021523.

§ 2.1.2 The Owner designates Kent Dirks 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 easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program. Owner shall obtain Conditional Use Permit as needed for the Project.
- § 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 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 ten (10) weeks of full execution of 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 ten (10) weeks of full execution of 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 required ten (10) week Part 1 services duration, completion date, and advise the Owner of actions it is and will undertake to complete the services within the project schedule so as to meet the required ten (10) week Part 1 services duration, 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 \$14,750 for Part 1 services with an assumed construction cost of \$2,034,000. 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 10th 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 1.3.6 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 # PRMG0000021523- RFP Ramsey County Public Health Facility Design-Build Project)

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:	Kent Dirks
	Ramsey County Property Management
	121 Seventh Place East, Suite 2200
	Saint Paul, Minnesota 55101-2146

Design/Builder: David Kray
Kraus Anderson Construction Company
8625 Rendova Street Northeast
Circle Pines, MN 55014

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 # PRMG0000021523- - RFP Ramsey County Public Health Facility Design-Build Project)

The Professional Design Services required in Phase I ("Design Phase") include the following tasks:

A. Auditorium

1. Providing full and complete design services for architectural, interior design, mechanical, electrical, telephone and data distribution systems.
2. Working with the County's Project Team in creating and verifying Ramsey County Public Health's program needs and meeting.
3. Conducting design work sessions as required with the County's Project Team to review the scope of the Project regarding function, size and materials.
4. Providing assistance and participating with the County's Project Team in any approval processes required by the City of Saint Paul, and other authorities having jurisdiction over the Project.
5. Assisting the County's Project Team and the County's other vendors in determining the most advantageous construction sequencing process for the Project.
6. Providing coordination with the County's Project Team for all interior design services including all interior finishes such as floor coverings, wall coverings, paint, window treatments (if required).
7. Providing services to layout typical Furniture, Fixtures and Equipment and provide specification for the Owner to procure FF&E.
8. Provide construction administration and construction delivery.

B. Roof Replacement and HVAC

1. The Design Build consultant's proposal for Phase I and Phase II services shall not include Encompass Engineering Consultants. Encompass shall be removed from the Design Build team and the mechanical and electrical engineer will be determined and agreed upon by both parties. Encompass shall work for the Owner and represent the Owner's interest in this project. The Owner, Ramsey County, retained Encompass Engineering Consultants to complete Construction Documents for the replacement of the building roof and roof top air handling equipment (the "Roof Replacement and HVAC Work"). Refer to solicitation PRMG0000021523 Attachment B - Roof and HVAC Systems Project Manual and Attachment C – Roof and HVAC Systems Project Plans, dated September 6, 2019 and December 12, 2019, respectively, by Encompass Engineering Consultants. Notwithstanding references to Encompass in Exhibit B to the Part 1 Agreement, Encompass shall be retained by the Owner of this project. Any required revisions to the Construction Documents referenced in Exhibits A and B and construction administration related to the Roof and HVAC Systems shall be performed by Encompass Engineering under a contract directly with Ramsey County and paid for by Ramsey County pursuant to such separate contract. All costs for construction administration and Construction Documents revisions pertaining to the Roof Replacement and HVAC Work, not including revisions for Owner requested changes, shall be deducted; and all applicable professional practice standards, laws, ordinances, codes, rules and

regulations pertaining to the design of the Roof Replacement and HVAC Work, shall be removed; from the Phase II agreement. The Encompass Design Services % for Phase II Service fees that are included in Kraus Anderson's Cost Proposal will be deducted from the Phase II Agreement, Cost of Work.

Notwithstanding anything in the Part I or Part II Agreement to the contrary, the Owner and the Design-Builder acknowledge and agree that the Design-Builder's Work specifically excludes the design of the Roof Replacement and HVAC Work for the Project; it being understood and agreed that the Owner shall be responsible for all design of the Roof Replacement and HVAC Work for the Project. The Owner represents and warrants to the Design-Builder that the design of the Roof Replacement and HVAC Work will comply with all applicable professional practice standards, laws, ordinances, codes, rules and regulations. Notwithstanding anything in the Part I or Part II Agreement or the Design-Build Documents to the contrary, the parties acknowledge and agree that the Design-Builder shall not have any responsibility or liability with respect to the design of the Roof Replacement and HVAC Work for the Project. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder and the Design-Builder's Architect, and the agents and employees of each of them, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the design, or lack thereof, of the Roof Replacement and HVAC Work.

2. Provide construction administration and construction delivery as part of the Part II Agreement.

Phase I Services Deliverables

In addition, the Contractor will produce a Phase I Summary Report for review by the Owner's 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, spreadsheets, data, and related Project information.

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.

Preliminary Project Schedule

A Project Schedule will be agreed to by the Contractor in consultation with the County. The Contractor shall complete all Phase I services as described in this RFP within **ten (10) weeks** of the date of full execution of the Part 1 Agreement.

Workforce Participation Goals

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

Purchasing Agent Agreement

The Contractor shall be granted the authority to, and shall act as, the County's Purchasing Agent in a legal form accepted by the County for procurement of certain construction materials, supplies, and equipment related to the Phase II Services. The Contractor shall include the fee for providing purchasing agent services in the Part 2 Agreement.

County Roles and Responsibilities

The County will:

1. Appoint a Project Manager to represent the County and serve as the Contractor's Primary Contact. The Project Manager will consult with Public Health and Property Management departments throughout the term of the Project with regard to the progress of the Project and adherence to Phase I and Phase II services being provided by the Contractor.
2. Provide the Contractor Team with available pertinent documents and plans of the existing library.
3. Provide the Contractor Team with pre-arranged access to the Project areas and will assist in the coordination and the availability of the County staff as needed to accomplish the approved Scope of Work.
4. Assist the Contractor Team by participating in all Project Meetings with the Owner.

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 # PRMG0000021523 - RFP Ramsey
County Public Health Facility Design-Build Project)



2.5.7. PROJECT SERVICES BY PHASES OR TASKS

2.5.7. Breakdown of Project services by phases or tasks.

KA | WOLD PHASE 1 SERVICES

SCHEMATIC DESIGN PHASE

During an in-depth planning phase to determine the appropriate design solution, we:

- Discuss the design objectives, style, etc.
- Discuss potential bid alternatives/options.
- Discuss the anticipated interior construction and finishes.
- Discuss the anticipated type of mechanical systems. (client preferences vs. cost).
- Determine if the budget is consistent with preferences for various building systems and establish priorities.
- Review the proposed schedule.
- Prepare plans and sections to confirm the opinion of probable cost for approval.

DESIGN DEVELOPMENT PHASE

During this phase, which involves refinement on all levels of the project, we:

- Meet with the building committee to assign a location for all FF&E.
- Revisit items mentioned during the Schematic Design phase and secure approvals.
- Perform a constructability review for quality control purposes.
- Provide progress documents for review.
- Complete a room-by-room review with the building committee and end-users.
- Present Phase 1 Summary Report to the Ramsey County project team.
- Proceed to the Construction Documents phase after written authorization and approval of the GMP and the design.
- Establish a Project Labor Agreement (PLA) to incorporate into Contract.

KA | WOLD PHASE 2 SERVICES

CONSTRUCTION DOCUMENTS PHASE

During this phase, we:

- Prepare final construction documents, which fully detail and specify all construction components.
- Project team to assemble and present the documents for bid, permit, and construction.
- Present interior finishes for approval.
- Finalize in-house quality control coordination and checking.
- Proceed to bid after confirmation of probable cost and approval.

Regular peer reviews are an integral part of ensuring that the design intent is followed through during the development of the construction documents.

- Review all equipment selection items.
- Coordination with our engineers on best practices for emergency notification systems and specialty HVAC system design components.

BID PHASE

We prepare a procurement plan and bid packages for all subcontract awards and purchase orders before they are issued for competitive bidding. This includes the bidders list and past record/qualifications of bidders; competitive considerations; special financial requirements; and other pertinent technical/budget/schedule information. Bid packages also include project-specific construction requirements for logistics, scheduling, safety, and coordination.

Pre-bid meetings are organized for general project information, as well as for specific trade packages, when appropriate. We organize and conduct meetings as an important element of the procurement phase, to familiarize potential vendors and subcontractors with the scope of work required.

During the bid phase, we:

- Recommend bid packages.
- Strategize to achieve a diverse workforce/certified vendor (Female, Minority, and CERT SBE) goals.
- Investigate and identify long-lead bid items for material and equipment.
- Conduct pre-bid meetings with all bidders.
- Familiarize bidders with any special requirements.
- Solicit WMSBE involvement.
- Conduct competitive subcontractor bidding.
- Receive, review, and thoroughly analyze all bids.
- Conduct pre-award conferences.
- Recommend contract awards to Ramsey County.
- Collect subcontractors bond/insurance.
- Schedule of values review for cash flow projections.
- Monitor and coordinate submittal schedule.
- Process samples and shop drawings.

Scheduling

The KA|Wold team understands the critical nature of the construction schedule requirements, as well as meeting the GMP budget. This is a result not only of our ability with physical construction but also our ability to adapt to changing conditions, as most projects require. Detailed risk management planning is completed during preconstruction to identify changing conditions, potential scheduling problems, material shortages, site conditions, or process issues.

2.5.7. PROJECT SERVICES BY PHASES OR TASKS

Lean processes are at the core of construction methods and have fundamentally changed our site operations by fostering and requiring a team approach. The workers onsite understand success requires planning their activities, communicating the plan openly, and fulfilling their part of the plan as promised. They are engaged by the process and have a greater sense of responsibility for completing the tasks they are committed to each week.

COMMUNICATION WITH PROJECT TEAM AND STAKEHOLDERS

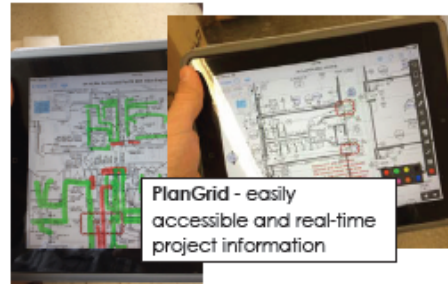
Concise and clear communication is pivotal to the successful progress of the project. We employ a proactive, transparent, and collaborative format to establish open communication between Ramsey County and stakeholders, Wold, Encompass, KA, project team, and the community.

Our communication processes and tools include:

- The Disruption Avoidance Plan is developed to communicate and minimize interruptions to the day-to-day operations of the facility while construction is taking place. Contents include milestone schedule, site staging plan, phasing, security, utilities, floor plans - life safety plan, communication plan, key contact information, and emergency contact information.
- KA uses collaborative web-based project management technology that is easily accessible and with real-time and current information on platforms such as PlanGrid/iPad and ViewPoint Team.
- Weekly progress meetings.
- Monthly Progress Report includes a job status narrative, previous meeting minutes, construction schedule reports, project financial summary, critical owner/architect decisions needed. It also includes budget update, change order log and status, contingency update, schedule update, critical issues, and progress photos.
- Other communication tools include drone flyover videos and photos and HoloBuilder 360 camera photo capture and JobWalk virtual tours.



Scan QR code with your mobile device for Sample Project Report - one way KA uses technology as a communication tool and keep stakeholders informed.



Leveraging Technology for Project Communication

- Instant updates to entire team
- Immediate tracking of changes to drawings
- Integration of field progress photos for clarification
- Instantly prepare and share RFIs
- Drawing revision tracking and recall
- As-built drawing tracking and closeout

CONSTRUCTION PHASE

Our on-site management team will provide overall site management, including project control systems to ensure that the overall finished project meets or exceeds the project requirements and the Owner's expectations. KA's Project Superintendent (Dan Rothbauer) will be stationed on-site for the full project duration and will serve as the on-site interface with those who will access or operate in the vicinity of the construction area. KA's Project Manager (David Kray) will also be present, on-site as required by the project, for owner and job site meetings, progress reports, and to handle any management issues that may arise during the project.

Construction Phase Project Management and On-Site Supervision

We have assigned an experienced on-site, full-time Project Superintendent (Dan Rothbauer) to organize and supervise all construction activities. In conjunction with our Project Manager (David Kray), Dan will coordinate the scheduling of the subcontractor's work, ensuring that requirements of the overall schedule are met and that no delay-related or other claims are presented to the project due to ineffective management, scheduling, or planning.

Dan Rothbauer and David Kray will be responsible for quality and safety program compliance, with assistance from Jay Vander Leest, KA's Director of Safety. They will also monitor all deliveries of materials, contractor progress, and measure physical completion of work, both in conjunction with each contractor's invoicing procedures and at greater frequencies when needed. They will ensure that each contractor has the appropriate staffing to meet schedule requirements.

2.5.7. PROJECT SERVICES BY PHASES OR TASKS

The following are a list of KA, Wold, and Encompass's construction phase services:

- Job Site Mobilization
 - Provide full-time, onsite project supervision
 - Job site office
 - Security
- Progress Meetings and Reports
 - Record project progress with reports
 - Weekly progress meetings and reports
 - Monthly evaluation of the project: budget, change orders, percent of project completion, and purchases
 - Maintain on-site records
 - Shop drawings
 - Samples
 - Contract documents
- Cost Control
 - Labor
 - Establish proper crew sizes with subcontractor supervisory personnel
 - Monitor labor supply in regards to schedule
 - Materials
 - Purchase order controls
 - Specific delivery instructions
 - Subcontractors
 - Clearly define the scope of work
 - Diligent contract administration
 - Overall project costs
 - Continuously monitor project costs
 - Review project costs with Ramsey County
 - Recommend action to be taken to reduce or eliminate cost
 - Keep accurate records of costs that are fully available to Ramsey County
- Schedule Control
 - Establish a shop drawing submittal schedule
 - Monitor compliance with submittal and construction schedule
 - Make proper adjustments for work that gets ahead of or behind schedule
- Quality Control
 - The D-B team is responsible for quality control and will be led by KA's superintendent
 - KA's project superintendent has primary responsibility for quality control
 - Review safety programs developed by subcontractors
- Safety Coordination
 - COVID-19 screening and jobsite protocols
 - Establish a safety program for the project
 - Background security checks
 - Review safety programs developed by subcontractors

- Conduct regular and appropriate inspections to check safety precautions and programs for the project
- Establish and maintain a badging system to identify trade workers on-site
- Documentation
 - Provide photo documentation of construction progress. Provide copies of all construction photographs, construction observation reports, punchlists, a final summary report, and other documents.

Safety

It is our top priority to provide a safe and healthy work environment for all employees and to abide by all federal, state, and local regulations. We strive for zero lost-time on each project through diligent management, utilization of our resources, a proactive approach to safety, a strong supervisory presence, and hazard assessment.

We will review the safety programs of each of the contractors and develop an overall safety plan for the project. Job site visits, along with weekly "tool box" meetings provide constant monitoring of the safety programs. Dan Rothbauer (Project Superintendent) will be responsible for establishing, monitoring, and ensuring our safety policies are enforced by all of the contractors and will continue to monitor the program during the construction phase.



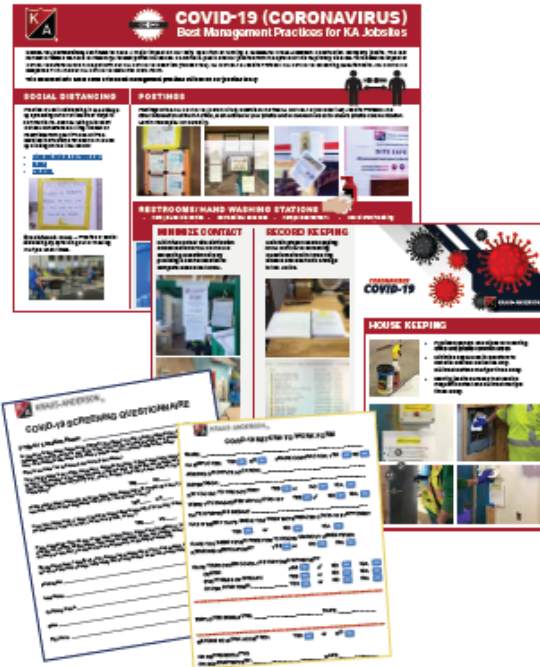
2.5.7. PROJECT SERVICES BY PHASES OR TASKS

COVID-19 Jobsite Protocol

As the world continues to deal with and adapt to the unprecedented challenges of the COVID-19 pandemic, Kraus-Anderson's top priority remains safety. The CDC and the Department of Health have recommended the implementation of social distancing (keeping a safe distance of at least 6 feet) and reduced close contact with others to help reduce the spread of infection. As a result of these concerns and the guidance from the CDC and Department of Health, KA has assembled and put in place protocols to maintain safety for construction workers.

POST-CONSTRUCTION PHASE

- Substantial Completion
 - Prepare preliminary punch list of all divisions of the plans and specifications
 - Supervise completion of punch list items and advise Ramsey County when all punch list items have been satisfactorily completed
 - Prepare and recommend issuance of certificates of substantial completion to all subcontractors
- Start-Up
 - Coordinate testing of building systems
 - Check and test all components for compliance with all construction plans and documents
 - Provide a building material and equipment orientation program to familiarize Ramsey County's building operations and management personnel
- Final Completion and Project Commissioning
 - Notify Ramsey County that the project is ready for final inspection
 - Coordinate completion of final punch list items
 - Provide Ramsey County with all documents, records, manuals, and required guarantees
 - Coordinate and/or procure project commissioning services to comply with newly established occupancy requirements
 - Obtain complete occupancy permit
 - Coordinate move-in with Ramsey County
 - Prepare and recommend issuance of the certificate of final completion to all subcontractors
- Warranty Period
 - Provide and coordinate all services required during the warranty period
 - Inspect facility and site with Ramsey County and consultants eleven months after project substantial completion
 - Continued relationship with Ramsey County and provide ongoing support after the warranty period



COVID-19: KA'S COMMITMENT TO JOB SAFETY

As the world continues to deal with and adapt to the unprecedented challenges of the COVID-19 pandemic, Kraus-Anderson's top priority remains safety. The company has implemented stringent social distancing practices and other elevated safety protocol on construction job sites, details of which can be found at <https://www.krausanderson.com/about/kraus-anderson-responds-to-covid-19/>.



2.5.7. PROJECT SERVICES BY PHASES OR TASKS

Time Commitment for Team

Team Member	Phase 1 Services	Phase 2 Services
Mark Kotten, KA PIC/Construction	As needed	As needed
Joel Dunning, Wold PIC/Design	As needed	As needed
Dustin Phillips, KA Construction Senior PM	As needed	As needed
David Kray, KA Construction PM	25%	25%
Dan Rothbauer, KA Project Superintendent	10%	100%
Laurie Trousil, KA Director of Diversity & Inclusion	20%	15%
Andy Dahlquist, Wold Design PM	25%	20%
Samantha Epping, Wold Interior Designer	40%	5%
Jonathan Loose, Wold Mechanical Engineer	5%	5%
Brad Johannsen, Wold Electrical Engineer	5%	5%
Kent Jones, Encompass Principal Engineer	0%	2%
Ted Tio, Encompass Principal Engineer	0%	5%
Mark Blazevic, Encompass Principal Engineer	0%	7%
Technical Resources Team	As needed	As needed

2.5.8 Any exceptions to the General Contract/ Agreement Terms and Conditions must appear in the Contractor's proposal under a separate section titled "Exceptions", with proposed alternate language or deletions. The County has no obligation to accept or agree to any such exceptions requested by a Contractor. Even if there are no exceptions, a statement must be provided.

Kraus-Anderson has reviewed Ramsey County's proposed Design-Build Agreement. Kraus-Anderson has worked with Ramsey County on several past projects, most recently the Ramsey County Shoreview Library Remodel Project for Mounds View Public Schools in 2017, and we have successfully negotiated mutually acceptable contract terms and conditions on those projects. We assume that similar contract terms and conditions will be acceptable for this Project. We would be happy to provide a copy of the 2017 negotiated design-build agreement for review upon request.

Timeline

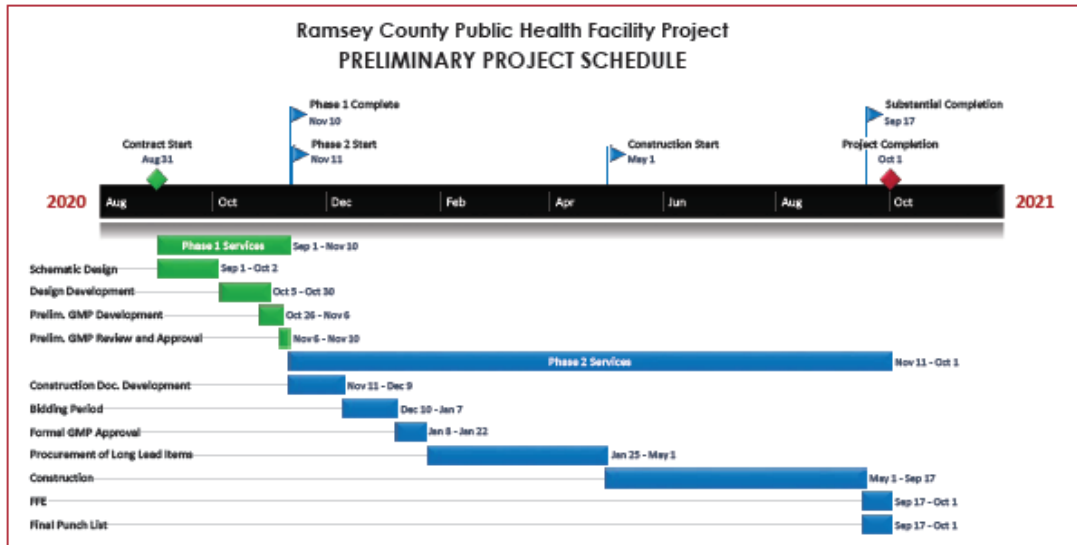


Exhibit C to the Part 1 Agreement**Billing Rate Schedule****List of Hourly Rates for Professional Services**

Contractor Name	Position/Category	Hourly Rates
Kraus-Anderson Construction Company	Principal In Charge/VP	\$177.00
Kraus-Anderson Construction Company	Senior Project Manager	\$150.00
Kraus-Anderson Construction Company	Project Manager	\$130.00
Kraus-Anderson Construction Company	Director of Building Science	\$160.00
Kraus-Anderson Construction Company	M&E Systems Manager	\$137.00
Kraus-Anderson Construction Company	BIM/VDC Manager	\$115.00
Kraus-Anderson Construction Company	Safety Director	\$137.00
Kraus-Anderson Construction Company	General Superintendent	\$137.00
Kraus-Anderson Construction Company	Project Superintendent	\$127.00
Kraus-Anderson Construction Company	Project Coordinator	\$61.00
Kraus-Anderson Construction Company	Project Accountant	\$61.00
Kraus-Anderson Construction Company	Diversity & Inclusion Coordinator	\$130.00
Wold Architects and Engineers	Principals	\$210.00
Wold Architects and Engineers	Project Managers	\$180.00
Wold Architects and Engineers	Lead Mechanical/Electrical Engineers	\$180.00
Wold Architects and Engineers	Mechanical/Electrical Engineering Staff	\$120.00 - \$160.00
Wold Architects and Engineers	Architectural Staff	\$100.00 - \$150.00
Wold Architects and Engineers	Administrative Staff	\$75.00
Encompass, Inc.	Principal Engineer	\$175.00
Encompass, Inc.	Senior Project Engineer	\$160.00

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.