

## AGREEMENT FOR ARCHITECTURAL SERVICES

HCM ARCHITECTS  
&  
CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the CITY OF DULUTH, hereinafter referred to as Owner, and HAGEN, CHRISTENSEN & MCILWAIN ARCHITECTS dba HCM ARCHITECTS, located at 4201 Cedar Avenue South, Minneapolis, MN 55407, hereinafter referred to as Architect for the purpose of rendering services to the Owner.

WITNESSETH THAT:

WHEREAS, subject to necessary agreements and approvals as hereinafter set forth, it is the intention of the Owner to undertake study and design services for a consolidated maintenance facility (the “Project”), within the city limits of Duluth, the scope and character of the Project is described as identified in the Request for Proposals 24-99697 for Pre-Design Services for a Consolidated Maintenance Facility; and

WHEREAS, if the proposal was solicited by means of a Request for Proposals (RFP), the said RFP and any addenda shall be deemed to be part of this contract and have been incorporated by reference hereto. However, in the event of a conflict between the Request for Proposals, the Architect's response to the Request for Proposals or the terms and conditions of this Agreement, the terms of this Agreement shall be controlling.

WHEREAS, the Owner desires to engage the Architect to render those architectural services in connection with the Project as are hereinafter specified below to be included in this Agreement;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. The Architect shall perform and provide those architectural services specified below with regard to the Project” as directed by the Owner’s Property & Facilities Manager. Subject to the terms

and conditions of this Agreement, the specific services are further described in Architect’s Proposal entitled “Response to City of Duluth Predesign Services for Consolidated Maintenance Facility Request for Proposal”, dated October 30, 2024, and attached hereto as Exhibit A, which is made a part hereof, provided that in the event of a conflict between the Proposal and any of the terms and Conditions of this Agreement, the terms and conditions of this Agreement shall govern.

II. The Owner shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

Architect's Services

**BASIC SERVICES**

1.1. The Architect's Basic Services consist of up to six phases described below as Phases A through G; the specific services included in this Agreement are checked below and include normal structural, mechanical, electrical, and civil engineering services and any other services except "Additional Services" as defined in Section 1.2 below.

1.1.2. A more particular description of each phase is contained in this Article I, "Basic Services", of the agreement:

<u>Phase</u>	<u>Description</u>
<input checked="" type="checkbox"/> A.	Study and Report Phase/Pre-Design Phase
<input type="checkbox"/> B.	Schematic Design Phase
<input type="checkbox"/> C.	Design Development Phase
<input type="checkbox"/> D.	Construction Document Phase
<input type="checkbox"/> E.	Bidding Phase
<input type="checkbox"/> F.	Construction Phase
<input type="checkbox"/> G.	Post Construction Phase

1.1.3 The Architect's services consist of those services performed by the Architect, Architect's

employees, and Architect's consultants as enumerated in this Agreement and any other services included in Section 1.2.

1.1.4 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the construction work related to the Project (the "Work"). Upon request of Owner or its agent, the Architect shall submit for Owner's or its agent's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds and shall include allowances for periods of time required for Owner or its agent's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by Owner or its agent shall be adhered to by the Architect.

1.1.5 The services covered by this Agreement are subject to the time limitations contained in this Agreement or attachments made a part hereof. The deadline for project completion is December 31, 2027.

**1.1.6. Phase A. Study and Report Phase/Pre-Design Phase**

  X Included in this Agreement

     Not included in this Agreement.

1.1.6.1. The Architect shall review the program requirements furnished by the Owner to ascertain the requirements of the Project and shall present such requirements to the Owner for approval.

1.1.6.2. Advise the Owner as to the necessity of the Owner providing or obtaining from others data or services of the types described in Section 1.2. in order to evaluate or complete the Project and, if directed by the Owner's representative, act on behalf of the Owner in obtaining such other data or services.

1.1.6.3. Provide analysis of the Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

1.1.6.4. Provide a general economic analysis of various alternatives based on economic parameters and assumptions provided by the Owner.

1.1.6.5. Prepare a report containing conceptual renderings and design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the Owner and setting forth the Architect's findings and recommendations with opinions of

probable total costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.1.6.6. Furnish an electronic copy and one hard copy of the report and present and review the report in person with the Owner as the Owner Representative shall direct. The cost of report reproduction shall be considered a reimbursable expense and paid in accordance with 4.4 of this Agreement.

1.1.6.7. The duties and responsibilities of Architect during the Study and Report Phase shall also include any additional duties and responsibilities to be provided pursuant to the Architect's Proposal attached as Exhibit A.

1.1.6.8. The Study and Report Phase shall be completed and report submitted by August 29, 2025.

**1.1.7. Phase B. Schematic Design Phase**

Included in this Agreement

Not included in this Agreement.

1.1.7.1. Based on the mutually agreed upon program, the Architect shall prepare for approval by Owner Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.7.2. The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.1.7.3. The Schematic Design Phase shall be completed by n/a.

**1.1.8. Phase C. Design Development Phase**

Included in this Agreement

Not included in this Agreement.

1.1.8.1. The Architect shall prepare from the Schematic Design Studies the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical, electrical and any other appropriate systems, and

materials and such other essentials as may be appropriate. The Architect shall submit such Design Development Documents to the Owner for approval and shall not commence work on the Construction Documents until such time as the Owner shall direct.

1.1. The Architect shall submit to the Owner a further Statement of Probable Construction Cost. Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry.

11.8.3. The Design Development Phase shall be completed by n/a.

**1.1.9. Phase D. Construction Documents Phase**

Included in this Agreement

Not included in this Agreement.

1.1.9.1. The Architect shall prepare from the approved Design Development Documents, and any changes in the scope of the Project then authorized by Owner, Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project, including the necessary bidding information, and shall assist in the preparation of bidding forms, the General Conditions and Special Conditions of the Contract or Contracts, and the form of the Agreement between the Owner and the Contractor, as requested by the Owner. The Architect shall prepare necessary specifications and related bidding documents in final form. The Architect shall submit such Construction Documents to the Owner for approval and shall not commence to advertise for bids or prepare for construction of the Project until such time as the Owner shall direct.

1.1.9.2. The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.9.3. The Architect shall ~~Choose an item.~~ assist the Owner in be responsible for filing the required documents for the approval of governmental authorities having jurisdiction over the project.

1.1.9.4. The Construction Document Phase shall be completed by n/a.

**1.1.10. Phase E. Bidding Phase**

Included in this Agreement

Not included in this Agreement.

1.1.10.1. The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing contracts for construction.

1.1.10.2. The Bidding Phase shall be completed by n/a.

#### **1.1.11. Phase F. Construction Phase**

Included in this Agreement

Not included in this Agreement.

1.1.11.1. The Construction Phase will commence with the award of the Construction Contract or Contracts and will terminate when the final payment is issued to the Contractor or Contractors by the Owner.

1.1.11.2. During the Construction Phase, the Architect shall advise and consult with the Owner concerning the Contractor's or Contractors' compliance with the Drawings and Specifications setting forth the requirements for the construction of the entire Project.

1.1.11.3. To the extent set out in this Agreement, the Architect shall have authority to act on behalf of the Owner during or in connection with the Architect's visits to the site of the Work. The Architect shall have a duty to protect the interests of the Owner, or to observe conformance with Contract Documents.

1.1.11.4. The Architect shall at all-time have access to the Work wherever it is in preparation or progress.

1.1.11.5. The Architect shall visit the site of the work at intervals appropriate to the stage of construction in order to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. The Architect shall endeavor to guard the Owner against defects or deficiencies in the work of the Contractor or Contractors, but the Architect shall not be required to make exhaustive or continuous on-site inspections to examine the quality or quantity of the Work. Based on on-site inspections, Architect shall advise Owner of the progress and quality of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety

precautions and programs in connection with the Work, and the Architect shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.11.6. The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.1.11.7. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site, and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract Sum.

1.1.11.8. The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written interpretations, within a reasonable time, on all claims, disputes, and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.1.11.9. Interpretations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the Architect shall endeavor to secure faithful performance by the Contractor.

1.1.11.10. The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the

implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed, or completed.

1.1.11.11. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data, and samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.1.11.12. The Architect shall prepare change orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which changes are not inconsistent with the intent of the Contract Documents.

1.1.11.13. The Architect shall conduct inspections to determine the dates of substantial completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.11.13. The extent of the duties, responsibilities, and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner and the Architect.

1.1.11.14. The Construction Phase shall be completed by n/a.

**1.1.12. Phase G. Post Construction Phase**

Included in this Agreement

Not included in this Agreement.

1.1.12.1. Assist in project orientation of Owner and users and conduct warranty inspections.

1.1.12.2. Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.



## **ADDITIONAL SERVICES**

1.2 The following services shall be provided when authorized in writing by the designated representative of the Owner. An additional service is one that is not described in Section I of this Agreement or documents referred to therein. The Architect shall advise the Owner when any service is considered additional, and the method and/or amount of compensation shall be determined prior to any additional services being undertaken. Any additional service performed without prior approval of the Owner, in writing, shall be done at no additional charge to the Owner. Accurate records of all expenses attributed to additional services shall be maintained by the Architect.

1.2.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

1.2.2 Providing financial feasibility or other special studies other than construction cost.

1.2.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites in addition to those set out in the construction documents or this Agreement.

1.2.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.2.5 Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.2.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.2.7 Providing detailed quantity surveys or inventories of material, equipment and labor.

1.2.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.2.9 Providing services for planning tenant or rental spaces.

1.2.10 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.2.11 Preparing supporting data and other services in connection with change orders, provided the change orders are due to causes beyond the control of the Architect and require architectural services beyond the preparation and distribution of the change order documents.

1.2.12 Making investigations involving detailed appraisals and valuations of existing facilities, and

surveys or inventories required in connection with construction performed by the Owner.

1.2.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.2.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.2.15 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.2.16 Providing services after issuance to the Owner of the final Certificate for Payment, except as delineated in Paragraph 1.1.27.

1.2.17 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.2.18 Providing services of professional consultants for other than the normal structural, mechanical, electrical, and civil engineering services for the Project.

1.2.19 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## ARTICLE 2

### The Owner's Responsibilities

2.1 The Owner shall provide full information, including a complete program, regarding Owner's requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and

full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project and such auditing services as the Owner may require to ascertain how or for what purposes the Contractor has used the monies paid to him/her under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to reasonably rely upon the accuracy and completeness thereof.

2.8 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, the Owner shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work.

### ARTICLE 3

#### Construction Cost

3.1 A fixed limit of **Construction Cost of Sixty Million and 00/100 Dollars (\$60,000,000.00)** which includes a bidding contingency of 10%, is hereby established as a condition of this Agreement, and it shall be the Architect's responsibility to endeavor to maintain the cost of construction within that amount, unless another amount is agreed upon in writing. The construction cost is the total cost to the Owner of all Work designed or specified by the Architect and shall be determined as follows:

3.1.1 The lowest bona fide bid received from a qualified bidder for any or all of such work.

3.1.2 Construction Cost does not include the compensation of the Architect or the Architect's

consultants, the cost of land, right-of-way, or other costs which are the responsibility of the Owner as provided in Paragraph 2.3 through 2.6 inclusive.

3.1.3 If the Bidding or Negotiating Phase has not commenced within six (6) months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.1.4 If the fixed limit of Construction Cost, including the bidding contingency (adjusted as provided in subparagraph 3.1.3, if applicable) is exceeded by the lowest bona fide bid, the Owner shall cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. The Architect, without additional charge, shall modify the Drawings and Specifications and assist in rebidding the Project as necessary to bring the Construction Cost within the fixed limit.

ARTICLE 4

Compensation

4.1 It is expressly agreed and understood that in no event shall the total amount to be paid by the Owner to the Architect under this Agreement exceed FIFTY-SIX THOUSAND, TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$56,250.00) for full and complete satisfactory performance, unless specified by means of written amendments to this Agreement as provided for herein.

4.2 Compensation to be paid by the Owner to the Architect for the Architect's services for each of the Phases specified above shall in no event exceed the following amounts:

- Phase A: \$54,200.00
- Phase B: \$ \_\_\_\_\_
- Phase C: \$ \_\_\_\_\_
- Phase D: \$ \_\_\_\_\_
- Phase E: \$ \_\_\_\_\_
- Phase F: \$ \_\_\_\_\_
- Phase G: \$ \_\_\_\_\_

4.3 For Additional Services, as described in Paragraphs 1.2.1 through 1.2.20 above, if such services are authorized and if funds are provided therefore in Paragraph 4.5 below, compensation up to the authorized amount shall be computed as follows, unless a fee proposal is included in the Exhibit A attached hereto which supersedes the following:

4.3.1. Principal's time at the fixed rate of \$195.00 per hour. For the purpose of this Agreement, the Principal(s) is Matt Lysne.

4.3.2. Employees' time (other than Principals) at a multiple of one and nine-tenths (1.9) times the employees' Direct Personnel Expense. (Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the project by the Architect, and the prorated cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits.)

4.3.3. Services of professional consultants at a multiple of one and one-quarter (1.25) times the amount billed to the Architect for such services.

4.4 Reimbursable Expenses, if such expenses are authorized and if funds are provided therefore in Paragraph 4.5 below, are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, the Architect's employees or the Architect's professional consultants in accordance with the provisions of any written amendments to this Agreement, for the expenses listed in the following Subparagraphs:

4.4.1. Expense of transportation and living when traveling in connection with the Project (does not include travel from Architect's office to Duluth if Architect's business is not located in the Duluth metro area); and fees paid for securing approval of authorities having jurisdiction over the Project.

4.4.2. Expense of Bid Document reproductions in the number of sets as requested by Owner.

4.4.3. If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

4.5 It is agreed and understood that Additional Services and Reimbursable Expenses shall be compensated by the Owner only up to the following amounts:

**4.5.1. Additional Services** \$0.00.

**4.5.2. Reimbursable Expenses** \$2,050.00.

## ARTICLE 5

### Payments

5.1 The Owner shall make payments under this Agreement charging such amounts to fund 450-030-5520, CP450-CONMNT.

5.1.1 Payments to the Architect for the services specified herein shall be made monthly or upon completion of each phase, upon presentation of an approved invoice for payment.

5.1.2 If the Contract Time initially established in the Construction Contract is exceeded by more than ## (to be included via amendment) days through no fault of the Architect, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond said period shall be computed as set forth in Paragraph 4.3.

5.1.3 Payments for Additional Services of the Architect as defined in Paragraphs 1.2 through 1.2.20 and for Reimbursable Expenses as defined in Paragraph 4.4, shall be made monthly upon presentation of the Architect's statement of services rendered.

5.1.4 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

5.1.5 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 7.3 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation. Provided that, if after completion of the Work covered by the original form of this Agreement, the Agreement is amended to include any additional work, each such amendment shall not constitute a suspension and resumption event and the provisions of this section shall apply only to the work covered by each such amendment.

## ARTICLE 6

### Architect's Accounting Records

6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expenses shall be

kept on a generally recognized accounting basis and shall be available to the Owner or the Owner's authorized representative at reasonable times.

## ARTICLE 7

### Termination of Agreement

7.1 This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than seven (7) calendar days' prior written notice (delivered personally, by email or by U.S. mail) of intent to terminate.

7.2 This agreement may be terminated in whole or in part in writing by the Owner for its convenience; provided that the Architect is given (1) not less than seven (7) calendar days' prior written notice (delivered personally, by email or by U.S. mail) of intent to terminate, and (2) an opportunity for consultation with the Owner prior to termination.

7.3 Upon receipt of a notice of intent to terminate from the Owner pursuant to this agreement, the Architect shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the Owner at any reasonable time at a location specified by the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Architect in performing this agreement, whether completed or in process.

7.4 Upon termination pursuant to this agreement, the Owner may take over the work and prosecute the same to completion by agreement with another party or otherwise.

7.5 In the event of termination by Owner pursuant to Paragraph 7.2 above, the Architect shall be paid compensation for services performed to termination date, including reimbursable expenses then due.

## ARTICLE 8

### Ownership of Documents and Expression

8.1 All drawings, specifications, reports, records, rights to copyright, and other work product developed by the Architect in connection with this Project shall remain the property of the Owner whether the Project is completed or not. Reuse of any of the work product of the Architect by the

Owner on extensions of this Project or any other Project without written permission of the Architect shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless the Architect from all damages and costs including attorney fees to Architect arising out of any claim of a third party against Architect which claim arises out of such reuse by the Owner or others acting through the Owner and which damage is directly caused by such use.

## ARTICLE 9

### Successors and Assigns

9.1 The Owner and the Architect each binds their respective partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this agreement; the Architect shall not assign, sublet, or transfer his/her respective interests in this agreement without the written consent of the Owner. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the Architect.

## ARTICLE 10

### Extent of Agreement

10.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument dated and duly signed by both Owner and Architect.

## ARTICLE 11

### Governing Law

11.1 Unless otherwise specified, this Agreement shall be governed by the applicable laws of the City of Duluth and State of Minnesota.

## ARTICLE 12

### Changes

12.1 The Owner or the Architect may, from time to time, request changes in the scope of the services to be performed hereunder. In order to be in force, such changes, including the increase



or decrease in the amount of the Architect's compensation, which are mutually agreed upon by and between the Owner and the Architect, shall be incorporated in written amendments to this Agreement.

## ARTICLE 13

### Hold Harmless and Insurance

13.1 To the fullest extent permitted by law, Architect agrees that it shall defend, indemnify, and hold harmless the City, its officers, employees, and agents, past or present, from and against any and all claims including but not limited to claims for contribution or indemnity, demands, suits, judgments, costs, and expenses (including attorneys' fees) asserted by itself or any person or persons including agents or employees of the City of Duluth or Architect by reason of death or injury to person or persons or the loss or damage to property arising out of, or by reason of, any act, omission, operation or work of Architect or its employees while engaged in the execution or performance of services under this Agreement. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of Architect, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Architect, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten days' written notice from the City of Duluth, Architect shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. Architect shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the sole negligent or intentional acts or omission of the City unless Architect should fail to comply with its insurance obligations in this contract to the detriment of City, in which case Architect shall indemnify, defend, and hold harmless the City for any and all amounts except amounts attributed to intentional, willful or wanton acts of the City.

This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Architect. Nothing in this provision shall affect the limitations of liability of

the City as set forth in Minnesota Statutes Chapter 466.

**Architect understands this provision may affect its rights and may shift liability.**

Architect shall defend and hold and save the City, its officers, employees, representatives and agents, and the Architect, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

13.2 The Architect shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota

- a. Worker's Compensation Insurance in accordance with the laws of the State of Minnesota.
- b. Commercial General and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provision may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
- c. Professional Liability Insurance in an amount not less than **\$1,500,000** Single Limit; provided further that in the event the professional liability insurance is in the form of "claims made," insurance, Architect hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage ; and in event of any change, Architect agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

d. **City of Duluth shall be named as Additional Insured** under the Commercial General and Automobile Liability policies. Architect shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Architect to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the provisions of the underlying insurance policy included. The City of Duluth does not represent or guarantee that these types of limits of coverage are adequate to protect the Architect's interests and liabilities.

13.3 Certificates showing that the Architect is carrying the above-described insurance in the specified amounts shall be furnished to the City prior to the execution of this agreement and a certificate showing continued maintenance of such insurance shall be filed with the City during the term of this agreement.

13.4 The City shall be named as an additional insured on each liability policy other than the Professional Liability and Worker's Compensation policies of Architect.

13.5 The certificates shall provide that the policies shall not be changed or canceled during the life of the agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance. For the purposes of Section 13.2 of this Agreement, the term "change," shall include cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City.

## ARTICLE 14

### General Conditions

14.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

ARTICLE 15

Miscellaneous

15.1 Exhibit "A," Architect's technical and fee proposal titled Response to City of Duluth Predesign Services for Consolidated Maintenance Facility Request for Proposal, and dated October 30, 2024, is hereby incorporated into this Agreement.

*[Remainder of page intentionally left blank. Signature page to follow.]*

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

**CITY OF DULUTH**

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Owner Clerk

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Owner Auditor

Approved as to Form:

\_\_\_\_\_  
Owner Attorney

**HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS dba HCM ARCHITECTS**


By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title of Representative

Date: \_\_\_\_\_

Exhibit A

**APPENDIX A - PROPOSAL COVER SHEET  
CITY OF DULUTH  
RFP# 24-99697**

<b>Bidder Information:</b>	
<b>Bidder Name</b>	<b>HCM Architects</b>
<b>Mailing Address</b>	<b>4201 Cedar Avenue South Minneapolis, MN 55407</b>
<b>Contact Person</b>	<b>Matt Lysne</b>
<b>Contact Person's Phone Number</b>	<b>612-904-1332</b>
<b>Contact Person's E-Mail Address</b>	<b>Lysne@hcmarchitects.com</b>
<b>Federal ID Number</b>	<b>41-1896868</b>
<b>Authorized Signature</b>	
<b>Authorized Signer's Name</b>	<b>Matt Lysne</b>
<b>Title</b>	<b>Principal Architect</b>



*COVER: Minneapolis Public Works East Side Storage and Maintenance Facility, Minneapolis, MN*

**RESPONSE TO CITY OF DULUTH PREDESIGN SERVICES FOR CONSOLIDATED  
MAINTENANCE FACILITY REQUEST FOR PROPOSAL**



**HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS**



HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS

October 30, 2024  
City of Duluth  
Attn: Purchasing Division  
City Hall, Room 120  
411 West 1st Street  
Duluth, MN 55802

**City of Duluth RFP: Predesign Services for Consolidated Maintenance Facility**

To Whom It May Concern:

We are pleased to submit this proposal for professional design services for the City of Duluth Consolidated Maintenance Facility Predesign effort. HCM has extensive experience in all aspects of design as it relates to Public Works facilities. We sincerely appreciate this opportunity.

The Design Team we have assembled includes key Principals and Senior Architects from HCM, as well as committed partners like MBJ, Isola Design, WSB and Emanuelson Podas. Together we have a long history of executing successful projects of similar program and scope. We have also included CR-BPS to assist with the predesign effort. If the project proceeds, they will be important in helping us ensure the OPR requirements around R Value, envelope and efficiency are met.

All our team members will be key to meeting the City of Duluth's goals around a consolidated maintenance facility that improves operational and financial efficiency, as well as increasing safety for employees and service to the city. Space programming is critical for facilities like this and unique due to the large amount of equipment and the off-site workday of most staff who report to the facility. In a city with the climate and topography of Duluth, site selection will also be critical to flow and operational efficiency. Stormwater management and control are a clearly stated OPR item.

Matt Lysne will lead the Design Team. His experience with Public Works projects dates to 1997 on scales ranging from a few hundred thousand dollars to over \$100M in construction cost. Matt's experience equates to a quick understanding of operations and a client's unique needs, as well as the background to inquire about often overlooked items that are vital to programming and design. Matt's "jack of all trades" approach has led him to get involved with Super Fund sites, unique stormwater management design, and thoughtful problem solving when programs don't appear to fit on available sites.

HCM is committed to an in-person approach to this project. We have teamed with Isola Design to ensure office and meeting space is available in Duluth to meet the City's expectations of service and support.

Again, we appreciate this opportunity to provide our design services. If you have questions regarding this proposal, please call us.

Sincerely,

Matthew D Lysne, AIA, NCARB

Bailey Buschke





# Contents

Scope of Services	4
Firm Introduction	7
Resumes	10
Project Experience	14
Design Approach & Strategies	22
References	23
Appendix A	24



# Scope of Services

## Project Understanding

HCM Architects and our Team have an understanding of the project at hand and a long resume of working together on similar project types. We are excited to help program this campus for the City. The base project is strongly understood. Programming and predesign are critical for these facilities and spending the necessary time to learn about Duluth's unique needs, while bringing experience and a new perspective are foremost in our approach. Public Works teams are "can do" groups and part of the process is to get everyone to envision what they need and can do with improvements, not be stuck in how things are done today. We understand that efficiencies in multipurpose spaces are key for a Public Works Facility due to the unique fluctuation in user group needs throughout the workday. The possibilities of 24/7 operations during emergencies are also a critical early discussion related to power, flow, fuel and potential swing space for things like storm debris.

Maximizing the density on the site will allow for the highest utilization of the property and is an exciting prospect for a building of this type. This utilization of the site may also allow for exploration of trail connection(s), public art, native landscaping and possible future needs if chosen sites allow for it. HCM has worked on numerous projects involving fueling islands, above and below ground fuel tanks and Matt Lysne has experience working on projects with CNG, EV, "future proofing" for solar, and experience with safe and sustainable road salt and sand storage solutions.

## Project Work Tasks

### **Task 1:** Fact Finding Assessment Project Scoping

**Est. Team  
Hours: 50**

#### Scope of Work:

- Every client is unique. While HCM brings a team of subject matter experts to the table, you are the client. We want, and need, to understand the drivers behind your OPR, your vision of the future, project success, and your facility must haves.
- We will review any previous site concepts and City ideas, introductions to Project Stakeholders, and review existing and proposed site conditions. This will lead to discussion on scope, initial discussion of OPR and help set the stage for a successful Project.
- The City of Duluth has a diverse set of stakeholders that hold an interest in the future of the City. Departmental Leadership and stakeholder involvement can be influential in the master plan and identifying efficiencies and opportunities that might not be evident initially.
- Review existing buildings, available assessments, property boundaries, staff lists / organizational charts, seasonal staff counts, growth projections and vehicle / equipment lists.

#### Deliverables:

- Create a consolidated report that updates assessments and defines all the Scoping, OPR, and preliminary project budget of the proposed solution to be used in completing the next Task
- All deliverables shall be prepared in hard copy and via electronic format suitable for future use in communication to City Council, Mayor, citizen groups, etc.

### **Task 2:** Program Development / Program Verification

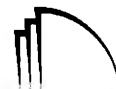
**Est. Team  
Hours: 68**

#### Scope of Work:

- Develop and distribute a programming Questionnaire to Division Managers.
- Schedule and lead needs assessment / program development meetings with all Divisions.
- Identify the facility and space needs of the various Divisions.
- Review owner equipment list / matrix and create equipment program diagram sheets to inform indoor and site storage space needs and initial flow diagrams.
- Develop sustainable design goals and strategies with the Project Team.
- Investigate all pertinent codes, accessibility, zoning requirements, safety regulations, environmental permitting, and more that will be considered by this improvement.
- Present overall assessment and programming report to the City of Duluth Project Team.

#### Deliverables:

- Agendas and meeting minutes for all meetings will be provided by the Design Team
- Facilities and Space Needs Program.
- A sustainable design goals and strategies checklist coordinated with the City's OPR
- Identify applicable zoning, permitting and building code requirements for site analysis.



### Task 3:

Initial  
Concept  
Design of  
Existing Sites

**Est. Team  
Hours: 74**

#### Scope of Work:

- Per Addendum #2 we understand the need to analyze all of the existing sites.
- This review is assumed to look at fit plans, site flow and possible utilization for a consolidated facility or if multiple sites are determined to be a better solution to service the City as a whole.
- Review concept site flow, road access, employee parking and high-level building plans / adjacencies.
- Review concepts with City Team.
- Update concepts based on City input, user groups, etc.
- Finalize any feasible options for utilization of existing sites.

#### Deliverables:

- Concept building / existing site reconfiguration/expansion plans.
- Site flow diagrams.
- Programmatic adjacency diagrams
- Building footprint fit and flow diagrams.
- Assist with high level cost analysis of options.

### Task 4:

Initial Concept  
Design of  
Possible New  
Sites

**Est. Team  
Hours: 70**

#### Scope of Work:

- Per Addendum #2 we understand the need to analyze three to five sites (items 2 and 12).
- This review is assumed to look at fit plans, site flow and possible utilization for a consolidated facility or a second facility if multiple sites best serve operations and efficiency (or a large enough site can't be purchased).
- Review concept site flow, road access, employee parking and high-level building plans / adjacencies.
- Review concepts with City Team.
- Update concepts based on City input, user groups, etc.
- Finalize any feasible options for utilization of existing sites.

#### Deliverables:

- Concept building / existing site reconfiguration/expansion plans.
- Site flow diagrams.
- Programmatic adjacency diagrams
- Building footprint fit and flow diagrams.
- Assist with high level cost analysis of options



### Task 5:

Predesign -  
Deeper Dive  
Into Viable  
Site Options

**Est. Team  
Hours: 124**

#### Scope of Work:

- Further develop viable options to ensure stormwater, buildings, outbuildings and storage all work with safe site flow, employee parking, street access, etc.
- Further integrate City OPR to ensure conformance at all Tasks.
- Multiple reviews with the City are expected at this stage to ensure all needs are being met.
- As concept develops review with division heads / user group teams for comment.
- Further development based on City input.
- Review and refinement with high level cost input.
- Review the concept design with the Planning & Building Officials
- Review concepts with City Team and CMaR for construction cost budget development.

#### Deliverables:

- This phase will culminate with multiple formalized options as identified in the RFP.
- Listing of Furniture, Fixtures, Equipment and Signage (FF&E) needs.



## Task 6:

Predesign -  
Package Wrap  
Up

**Est. Team  
Hours: 40**

### Scope of Work:

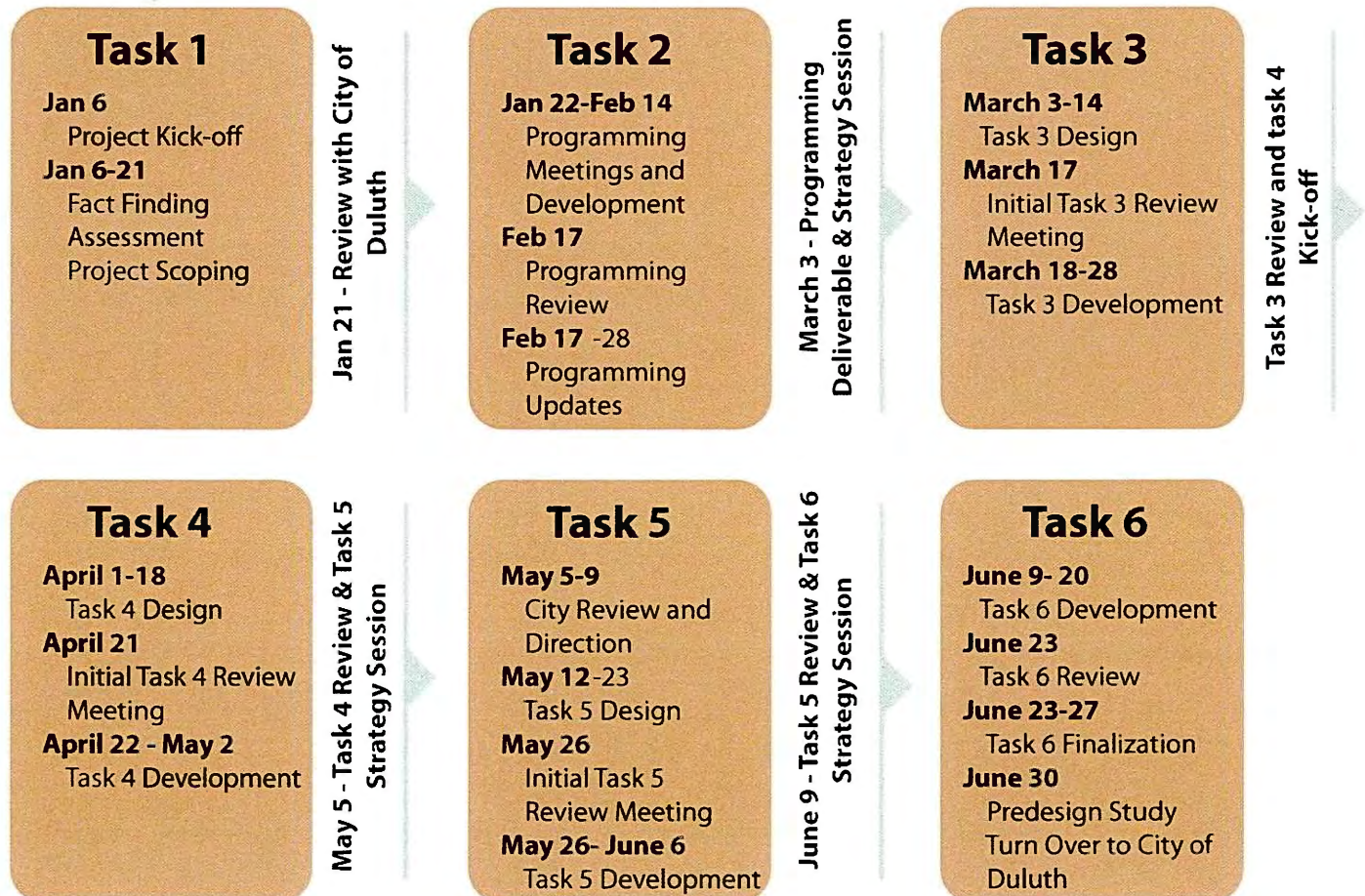
- A critical component of Predesign is a quality wrap up of the effort.
- Our team will make any final touches to the options.
- Review meetings with the City Team to confirm the format and layout of the final deliverables.
- Draft Predesign Document compilation.
- Presentation to the City Team.
- Dedicated global project budget development and review meeting – FFE, Security, AV, Signage, Owner Provided equipment, Fees, Permitting, Special Inspections, etc.
- Final report creation.
- Supporting the City Team with presentations to the City Council, Staff, etc.
- Supporting the City Team in coordination with the CMaR for needed budget finalization.

### Deliverables:

- Final Predesign Document – Executive Summary, Programming Compilation, Design options with comparison / pro – con lists, global project budget. Appendix includes all minutes, detailed programming, vehicle and equipment space allocation diagrams, all site and design options to show refinement and evolution, and other compiled background information as applicable.

## Timeline of Services

**Nov 14,15** - Interviews  
**Dec** - City Council Approval & Contract





# Firm Introduction

## Philosophy

HCM Architects is a Minnesota-based corporation, founded in 1998, that provides professional architectural planning and design services for corporate, institutional, and commercial projects. The firm stands on a foundation of common values, friendship, and a singular vision on how we want to practice architecture.

Provide creative ideas and exemplary service; treat people well and good things will happen.

With this simple philosophy, we have maintained a large volume of work— averaging 80–100 commissions per year— and have steady growth in staffing.

## Work Focus

Institutional facilities for city, county, and state agencies are a focus of our professional practice. We have worked on projects with the State of Minnesota; counties including Hennepin, Washington, Anoka, Wright, Dakota, Ramsey, Chisago, and McLeod; and the cities of Minneapolis, St. Paul, Plymouth, Woodbury, Arden Hills, Oakdale, and White Bear Township.

We have also developed an expertise in vehicle maintenance / fleet maintenance facilities, including facilities for the City of Minneapolis, Oakdale, Providence, RI and numerous Xcel Energy sites.

## Capabilities

HCM Architects has experience delivering projects with BIM design software. We also have our own file transfer site, which allows our design team to provide information via secure internet access for all project team members.

## Business Organization

We are a registered Small Business Enterprise (SBE) and are recognized as a preferred consultant with the State of Minnesota, Hennepin County, and the cities of Minneapolis and St. Paul. HCM Architects maintains the highest credit rating from Dun and Bradstreet. Our contact information:

HCM Architects  
4201 Cedar Avenue South | Minneapolis, MN 55407 | 612.904.1332 (P)



*The team at HCM Architects*



# Project Experience

Our design team has extensive experience with the programming and design of Public Works that include compelling visual identities, that respond to site characteristics, and that address sustainable design and budget realities.

Building and site opportunities cannot be overlooked.

In our practice, building design is derived from a strong understanding of a site and our client’s needs. This begins with engaging stakeholders to gather their collective needs and focusing on site design that supports those needs.

Each building should have as little impact on the environment as possible. We have found that a design approach based on life-cycle costing and cradle-to-grave analysis will direct the project in the “green” direction. This approach helps the team (owners and architects) design a structure that will provide a superior environment and reduce the overall project impact on that same environment.

## Public Works & Maintenance Facilities Project Experience

- 2023-Present: Providence, Rhode Island, Department of Public Works Facility Design
- 2020: City of Oakdale Public Works Master Plan
- 2022-2024: City of Oakdale Public Works Full design documentation
- 2019-2020: City of Bloomington Public Works, Fleet Services Master Planning Study
- 2016-2021: City of Minneapolis East Side Storage and Maintenance Facility
- 2016-2019: City of Woodbury Public Works and Master Planning Study
- 2019: Anoka County Public Works - Phase 2, Master Planning Study
- 2018-2019: Ramsey County Public Works Feasibility Study
- 2013-2016: Wright County Highway Department and Master Planning & Facility Design
- 2015-2016: City of Andover Municipal Campus and Public Works Facility Master Planning
- 2015: Chisago County Public Works, Cold Storage Seasonal Equipment Building
- 2015: Washington County Fuel Island Upgrades (Five Sites)
- 2013-2015: Washington County Public Works – North Shop and Master Planning Study
- 2013-2014: City of Fridley City Hall and Public Works Master Planning Study
- 2013: McLeod County Highway Department, Maintenance Facility
- 2011-2013: Anoka County Public Works – Phase 1 and Master Planning Study

*Washington County Public Works, North Shop Facility, Stillwater, MN*





## Team Leadership

The principals of HCM Architects will lead the design team and be your day-to-day contact. As your partner in the project, we will be fully hands-on. We will coordinate, lead, and manage the design process from start to finish. This highly successful approach will ensure strong leadership and responsiveness throughout all phases of the project.

The following principals are core team leaders at HCM Architects:

- Matt Lysne, AIA, NCARB
- Dan Lind, AIA, NCARB, LEED AP
- Liz Gutzman, AIA

## Principal Involvement

The direct, continuous involvement of firm principals in all aspects of a project is key to our service. This involvement leverages a collective knowledge base—technical expertise, creative design capabilities, and project management skills—gained from nearly a century of combined practice. This approach provides our clients with the level of service they deserve. Our firm has gained a unique and highly regarded reputation within the community of building owners, consultants, and contractors.

The commitment to principal involvement was one of the major factors for starting our firm in 1998. We left the large, layered, architectural office environment—where projects are handed down to junior managers—to create a firm where senior staff will be with you from project conception to close out.

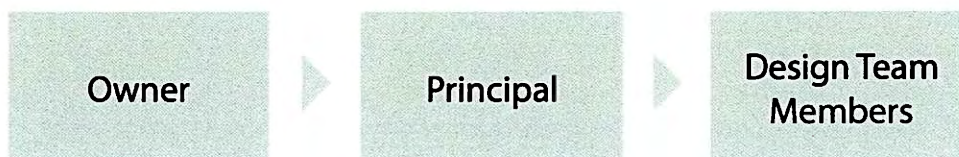
## Project Management

An active, engaged, firm principal Matt Lysne, will be the point person for all project communication and coordination between you, your staff, and all design team members, including consulting engineers. Strong management is critical to the success of every project.

## Change of Scope

Matt Lysne and the subconsultant principals will work open book with the City of Duluth on any scope changes that arise during the Predesign effort. The most straightforward approach is often simply invoicing for time spent at hourly rates listed, but if a formal proposal is needed or scope change is significant HCM will work directly with the City Team lead to work through the process.

We understand that managing the design process is critical; it can not be abbreviated.





# Team Leadership



HCM Architects

## Matt Lysne, AIA—Principal & Managing Partner

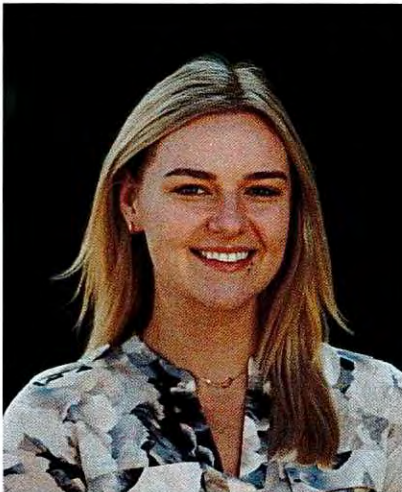
Matt has over 30 years of professional experience working in many facets of architecture—from assessments, to programming and design, to construction administration. Matt’s attention to detail and in-depth knowledge help him lead teams through programming and detailed design with a focus on coordinating consultants and complex teams.

### Registration(s)

- Architect MN License #44878

### Education

- Masters of Architecture & Urban Design / Syracuse University
- Bachelor of Architecture North / Dakota State University
- Bachelor of Environmental Design / North Dakota State University



HCM Architects

## Bailey Buschke—Architectural Staff & Job Capitan

Since joining the HCM Team, Bailey has proven to have a dynamic skill-set from concept design, client communications, construction management, consultant coordination, to interior design. She excels in areas of architectural Revit software model managing and final visualization through photo imaging. Bailey has shown to be a proficient listener and problem solver never failing to think outside of the box in order to achieve the greatest outcome for the client.

### Education

- Bachelor of Architecture / North Dakota State University
- Masters of Architecture / North Dakota State University



Donald Theisen Consulting

## Don Theisen

Don started his consulting firm to assist public agencies in the holistic process of site selection, planning, designing, and delivering Public Works facilities to meet client objectives. He brings a wealth of experience as a retired Public Works Director who delivered more than \$250M in public buildings, including the siting and construction of new Public Works Facilities for two metro counties. Today those facilities remain a shining example for upcoming facilities who wish to achieve a beautiful yet highly functional building. He is currently serving as the Owners Representative for a new City of Oakdale Public Works Facility.

### Education

- Bachelor of Civil Engineering / University of Minnesota





# Consultants



Meyer Borgman Johnson

## J.W. Murphy Curran PE, SE—Principal

Murphy serves as Principal-in-charge or Structural Engineer of Record taking on a wide range of responsibilities that include design direction and decision-making, structural team oversight, coordination with other project disciplines, budget management and contract management. Murphy is experienced with all types of structural systems and materials and brings a highly creative approach to all his projects. With exceptional communication and organizational skills, he leads each project focusing on efficiency and constructibility while supporting the projects aesthetic elements.

### Registration(s)

- Professional Engineer CT, MA, MN, NH, NY, RI | Structural Engineer IL #47174

### Education

- Bachelor of Civil Engineering / University of Minnesota



Meyer Borgman Johnson

## Ben Helmer PE -Structural Engineer, Duluth Office Leader

Ben brings a wealth of project experience in a variety of structural systems, including concrete, post-tensioned concrete, and steel, with a strong focus on wood construction. He is experienced with design-build and traditional bid delivery systems, as well as fast-track projects across diverse market sectors, with particular emphasis on mid-rise multi-family and senior living facilities. His academic exploration of building materials composition informs and benefits the design planning process, contributing valuable insights to projects.

### Registration(s)

- Structural Engineer MN #57144

### Education

- Master of Science in Civil Engineering / University of Minnesota Duluth
- Bachelor of Science in Civil Engineering / University of Minnesota Duluth



WSB

## Jason Amberg—Landscape Architect

Jason is the Principal Landscape Architect at WSB. He has dedicated more than 29 years to designing exterior public spaces including civic campuses, streetscapes, and parks and trails throughout the Upper Midwest. Jason's creative and collaborative spirit combined with knowledge and expertise have resulted in years of successful results for his clients and partners.

### Registration(s)

- Landscape Architect MN License #40003

### Education

- Bachelor of Landscape Architecture / North Dakota State University
- Bachelor of Environmental Design / North Dakota State University



## Consultants



WSB

### Vicki VanDell, PE—Civil Engineer & Senior Project Manager

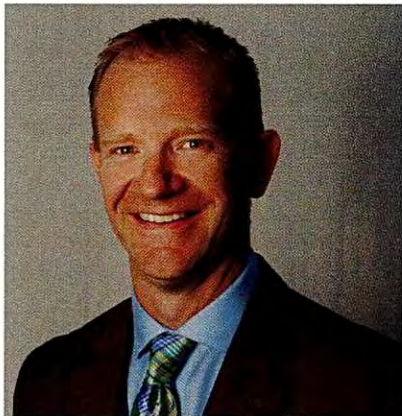
Vicki has over 25 years of experience as a project engineer and project manager in land development. Her attention to detail and client service is exceptional. Vicki is very proficient at site layouts and difficult grading projects, including wetlands and floodplain. She has coordinated extensively with local, regional, and state permitting agencies on numerous land development projects and approvals through watershed and cities.

#### Registration(s)

- Professional Engineer MN #41352

#### Education

- Bachelor of Science Civil Engineering / University of Minnesota



Emanuelson-Podas

### Scott Vander Heiden, PE - Mechanical Engineer & Managing Partner

Scott is a managing partner and registered mechanical engineer with 20 years of experience. His experience includes designing HVAC, plumbing, piping, fire protection and building automation systems, as well as project management and construction administration expertise. As a LEED-accredited professional he dedicates a special focus on leading and designing sustainable projects, with multiple LEED-registered projects under his belt. Scott has worked in a variety of industry sectors including corporate, civic and municipal, education, financial, housing, hospitality, and worship. He thrives on helping building owners make informed decisions about building systems by engaging early in the design process and leveraging both his experience and energy modeling technologies.

#### Registration(s)

- Professional Engineer MN #40918

#### Education

- Bachelor of Science Mechanical Engineering / South Dakota State Univ.



Emanuelson-Podas

### Matt Beckett - Senior Electrical Designer, Associate

Matt has more than 20 years of experience designing electrical systems for the financial, education, fitness, civic, office, retail, and restaurant sectors. He is directly involved in all aspects of electrical design, including lighting, lighting control, power distribution, fire alarm, and telecommunications. He works on complete phases of design from the initial study through construction documents. Matt applies a practical perspective to his designs. He's passionate about new technologies, but responsibly balances that with the clients' needs for cost control, simplicity, and maintainability – always striving to provide the best overall solution.

#### Education

- Associate Degree in Electrical Construction Design & Management / Dunwoody Institute



## Consultants



Isola Design

### Jill Isola Johnson AP | Principal, Interior Designer

As founder of Isola, Jill has perfected her craft throughout 31 years of teaming with architects, engineers and Business Owners. No variety of project type can slow her down with experience in Corporate Offices, Higher Education, Public Spaces, Retail and Hospitality. Jill is no stranger to sustainable design with several LEED® Certified Buildings and using MN B3 Guidelines.

#### Registration(s)

- Certified Interior Designer State of Minnesota CID #C02016.

#### Education

- Bachelor of Science in Interior Design / University of Minnesota



CR-Building Performance Specialists

### Tari Rayala, AIA CPHC - Director of High Performance Architecture, Senior Architect, Project Manager

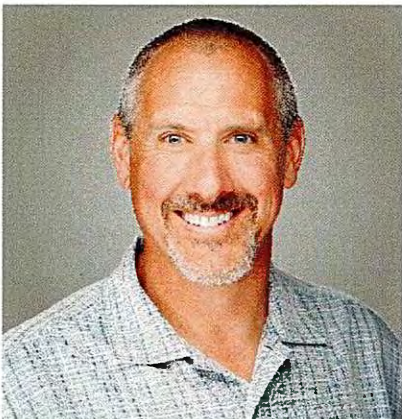
Tari is leading the High-Performance Architectural (HPA) design and construction professional services at CR-BPS. Her attention to detail makes her a valued professional especially as it relates to solving design problems that require ADA/regulatory, energy, durability, sustainability, equality, functionality and ease of construction into each solution regardless of size. Tari shares the belief that achieving true sustainability starts with a whole systems thinking approach. Tari holds all the expertise needed for meeting all goals of any architectural project.

#### Registration(s)

- Architect WI, MI, MN License #45057

#### Education

- Masters of Architecture / University of Wisconsin Madison
- Bachelor of Science Art and Design / University of Wisconsin Stout



CR-Building Performance Specialists

### Jim Larson, BECxP + BE - Director of Building Science

Jim has 26 years of building science experience. He has assisted the CR-BPS team on many strategic planning efforts and is their building performance specialist with extensive experience in municipal, commercial and residential construction. Jim's expertise include commissioning tasks at the early design phases to ensure project requirements are being met, and resolve problems in the early design process to ensure expenses are greatly reduced.

#### Registration(s)

- Professional Engineer MN #40918

#### Education

- Bachelor of Science Construction Administration / University of Wisconsin Madison



# City of Minneapolis East Side Maintenance Facility | Sustainability Approach

Year Completed:  
2020

Location:  
Minneapolis, MN

Client:  
City of Minneapolis

Square Footage:  
205,000 SF | \$34M

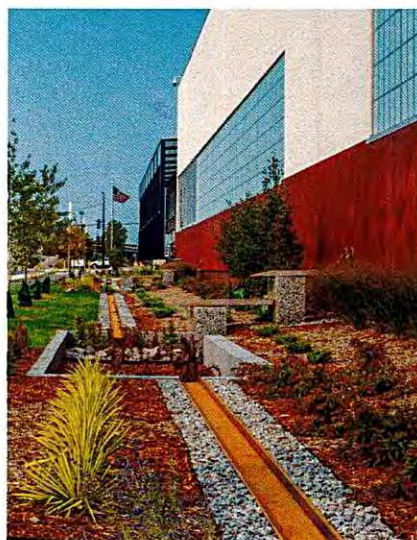
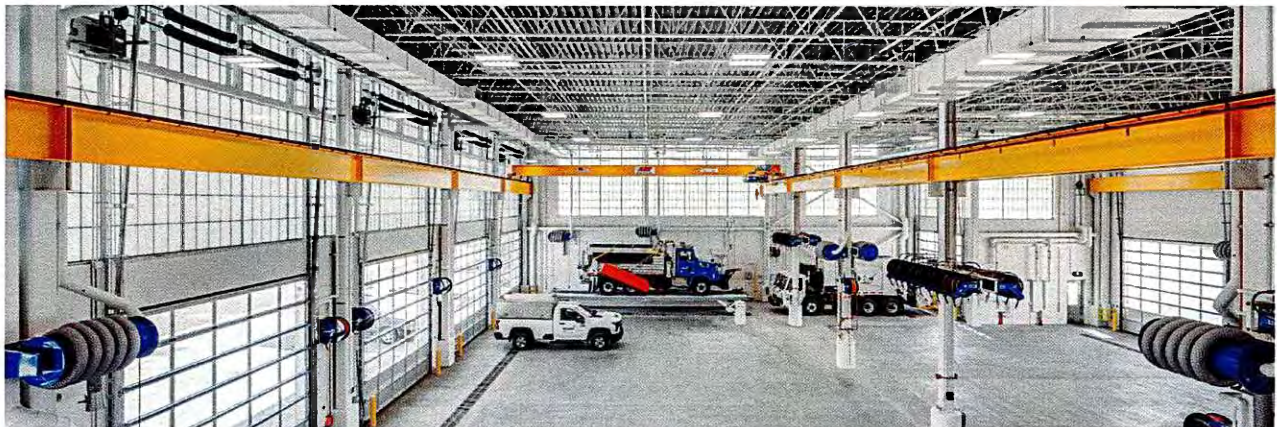
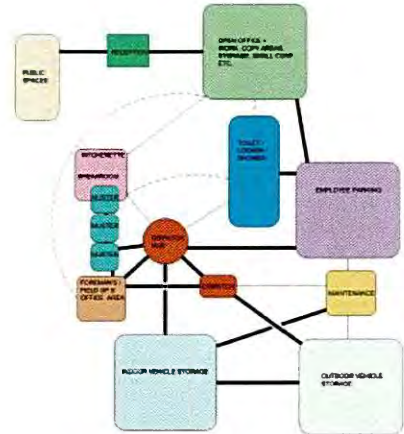
Project Contact:  
Chris Backes  
Project Manager  
City of Minneapolis Finance &  
Property Services  
612-673-3774



HCM Architects provided master planning, programming, facility modeling, and full design services for the new East Side Maintenance Facility in Minneapolis.

In addition to goals already put in place by the city, the project team set the goal of qualifying for LEED Gold. This was achieved through a variety of measures, from building on an existing brownfield site to providing ample daylight in occupied areas. Other sustainable features include using the site to connect existing bicycle routes, a creative and educational approach to stormwater management with the help of a local watershed grant, and a passive solar wall to reduce loads on equipment.

Altogether, the combination of passive and active systems resulted in a highly efficient facility that has had a positive impact on the neighborhood and will serve the city for many years to come.





# City of Providence Department of Public Works Facility Design

**Year Completed:**  
2024 - Current

**Location:**  
Providence, RI

**Client:**  
City of Providence

**Square Footage:**  
78,000 SF | \$50M

**Project Contact:**  
Ted Rowse  
President, Rowse Architects  
Providence, RI  
401-331-9200

HCM Architects provided master planning, programming, facility modeling, and design development services under Rowse Architects for the new Public Works Complex in Providence, RI.

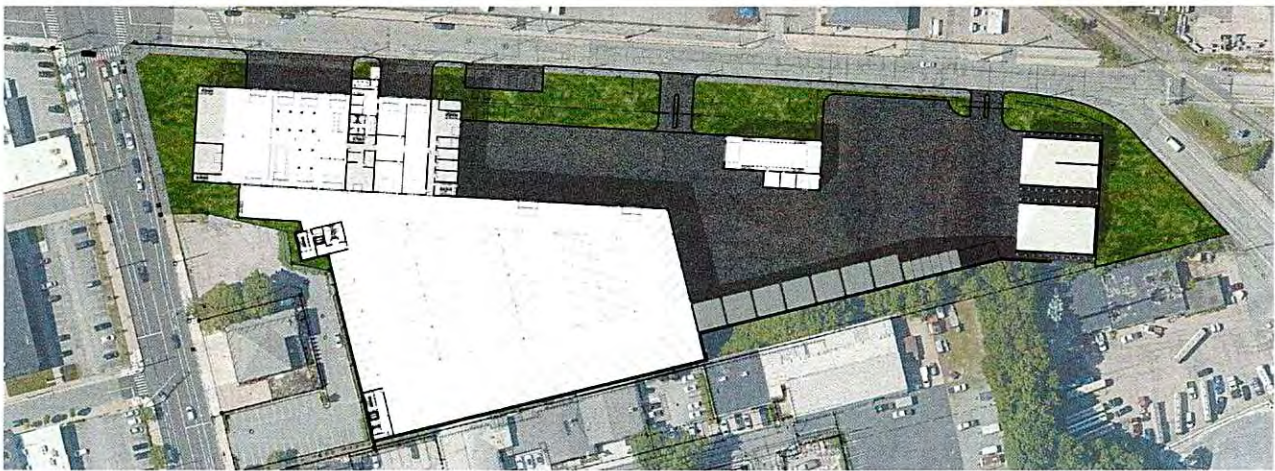
Design work involved considerations for a renovation vs. re-build of an aging municipal facility to better serve the community. The project aimed to enhance operational efficiency and improve service delivery upon the acquisition of an adjacent lot.

Our team conducted a comprehensive assessment of the site, identifying areas for optimization that would maximize functionality within the unique site layout. By implementing innovative design solutions, we reworked the plan to improve workflow, ensuring clear segregation

between public access areas and operational zones.

Adjustments were later made in response to a budget re-assessment. Our team adopted an adaptive approach, collaborating closely with Rowse Architects and the owners to prioritize essential features while identifying areas where costs could be reduced without compromising quality.

Ultimately, quick responses, and knowledge regarding public works facilities and construction methods resulted in a final design that met all constraints and owner objectives. The collaborative approach not only facilitated successful design outcomes but also strengthened relationships among all parties involved.





# City of Oakdale Public Works Master Planning & Project Design

Year Completed:  
Ground Breaking - Fall 2024

Location:  
Oakdale, MN

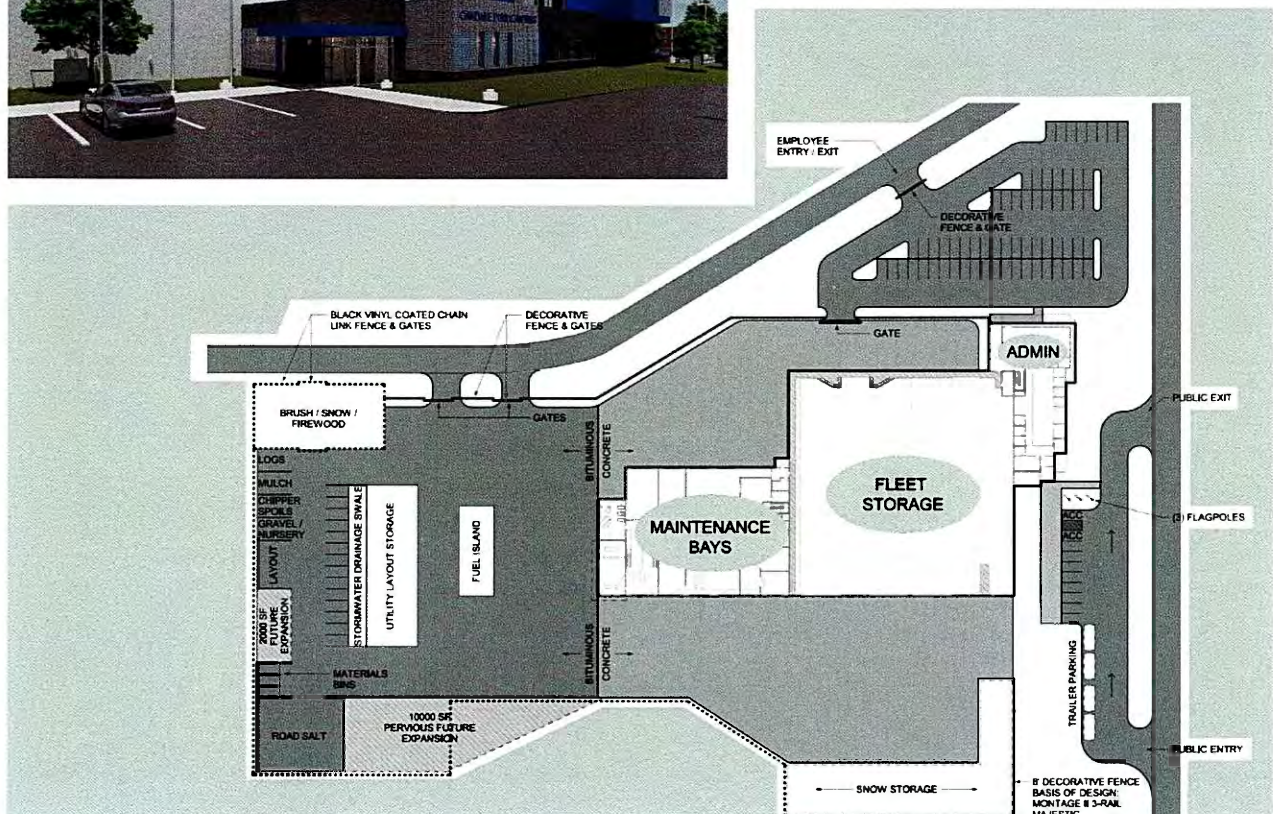
Client:  
City of Oakdale

Square Footage:  
72,500 SF | \$32M

Project Contact:  
Christina Volkers  
City Administrator  
City of Oakdale  
612.889.9655

HCM Architects provided needs assessment, program verification, site master planning, and schematic design services for the city's existing public works facilities. The facility program was used to guide planning at a new site which had been identified during a previous needs assessment. That assessment determined that the existing public works site would not allow for the necessary expansion over time. Thus, a key focus early on was to make sure that the new site would fit current and future needs.

The subsequent schematic design concept provides efficient site circulation while improving overall site safety. Separate entries and creative approaches to massing help increase security while improving the public service experience for over-the-counter interactions. The facility has been designed to maximize flexibility—both in day-to-day operations and long-term additions.



Oakdale Public Works Preferred Master Plan



# Xcel Energy Service Centers

HCM has worked with Xcel Energy on 10 projects over the last three years. Three of these projects have key similarities to the proposed project for the City of Duluth.

## Xcel Chanhassen Service Center

The Chanhassen Service Center will consolidate two existing Service Centers, centralizing functions and creating efficiencies, as well as modern, safe work environments for employees. HCM and our Team assisted with site master planning, concepts, early AHJ approvals, and flow diagrams through to current construction administration services. The facility contains offices, crew spaces, break rooms, training rooms, locker / shower facilities, parts stores warehouse, indoor vehicle parking, a separate fleet maintenance building, and wash bay. The site includes stormwater management, wetland and DNR approvals, utility lay down yard and cold and covered storage structures. The design was a close collaboration with the Client and City due to the sensitive nature and requirements along the adjacent highway corridor. The project is a CMaR delivery model and is set for occupancy in early 2025. It is on budget and ahead of schedule.



**Project Contact:**  
Chad Wollak  
Director - Facilities  
Xcel Energy  
612.330.6673

**Year Completed:**  
Estimated Spring 2025

**Location:**  
Chanhassen, MN

**Square Footage:**  
105,200 SF | \$55M

## Xcel Lacrosse Service Center

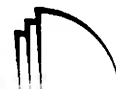
The Lacrosse Service Center project started with a site selection study, reviewing three available properties for Xcel. Each was vetted with the user groups for response times, the Cities for zoning and traffic flow and the topography to ensure the programmatic functions would fit on site. Xcel purchased the selected property and HCM's Team has taken it through municipal approvals, rezoning and stormwater design. The project is now in the Construction Document phase of design with construction to begin (with a CMaR delivery model) in early 2025. The project has the same programmatic functions as the Chanhassen Service Center, but adds a Natural Gas division to the program, a different approach to daily activities for the Wisconsin market and has a site with over 40' of topography. HCM worked closely with the key leadership team to develop out buildings, flow, landscaping and retaining so that the site has safe, easily understood flow and function.



**Year Completed:**  
Ground Breaking -  
Spring 2025

**Location:**  
Onalaska, WI

**Square Footage:**  
165,00 SF | \$65M



# City of Woodbury Public Works Master Planning Study & Renovation/Expansion Project

Dates of Work:  
2016–2020

Location:  
Woodbury, MN

Client:  
City of Woodbury

Square Footage:  
180,000 GSF

Project Budget:  
\$21 Million

Project Contact:  
Teresa Keller  
Sr. Engineering Project Coordinator  
651.414.3492

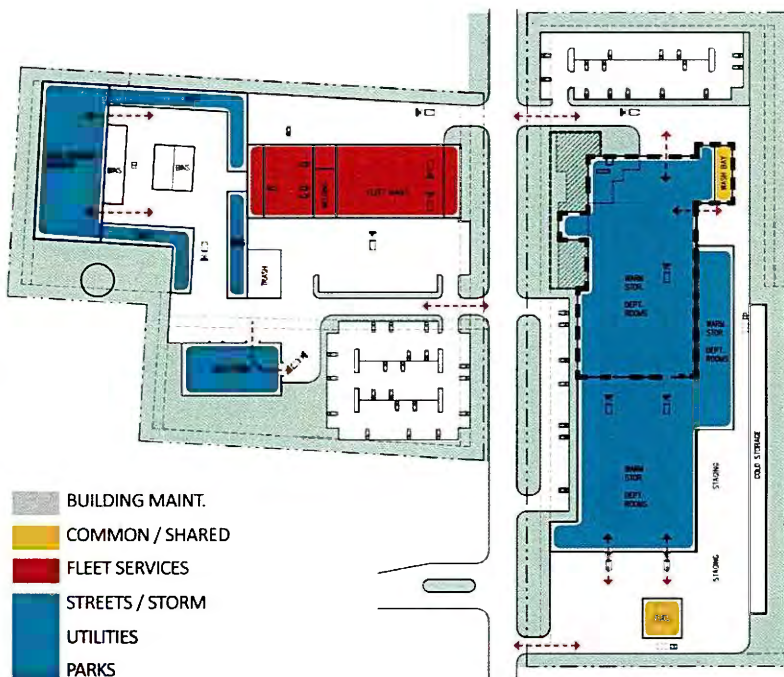
HCM Architects completed a master planning study of the existing public works facility and campus. The study, which included building(s) audit/assessment and programmatic analysis with staff, determined that the long-term facility needs could be met on the existing site. The master planning design options proposed extensive reorganization of the two parts of the campus: the west side for service and the east side for op-

erations. Creative reuse of building areas provided more square footage without increased exterior additions.

The proposed reorganization, which was realized in the subsequent renovation/expansion project, improved the operational efficiencies of the site via the simplified coordination of work activities with a focus on safety, flexibility, and communication.



Open Office Transformation



Master Planning Study: Preferred Site Option D



Fleet Maintenance Facility





# City of Fridley Civic Master Plan | Municipal Center & Public Works Campus Study

Year Completed:  
2014—Existing Municipal Center  
2016—New Municipal Center

Location:  
Fridley, MN

Client:  
City of Fridley

Project Contact:  
Scott Hickock  
Community Development Director  
City of Fridley

HCM Architects was hired in 2014 to provide comprehensive assessment of and programming for the existing City of Fridley Municipal Center. The facility is comprised of the city hall, the police department, and one of Fridley's two main fire stations. The purpose of the assessment and programming was to provide a plan to

improve and expand all three functions on the very limited existing site for the city's long-term future needs. A phased approach and associated costs were provided.

In 2015, the city asked HCM Architects to provide a master plan for a new city municipal center.





# Washington County Public Works

## North Shop Facility

HCM Architects' primary goal for this master planning study was to determine the best solution for providing a new Public Works South Shop Facility on a county-owned site located south of the existing Washington County Environmental Center in Woodbury, Minnesota.

The public works shops is a multi-departmental facility composed of the following: Engineering & Administration, Traffic Engineering (Signs & Signals), Highway Maintenance, Fleet Maintenance, and Information Technology (IT).

The preferred design option as shown has the following key features:

- The major functional areas of the building (office/administration, warm storage, and fleet maintenance) can expand in the future as needed without impacting operations and flow of the initial build.
- The yard can be expanded and site structures implemented in the future.

Project Contact:  
Mandy Leonard  
Building Services Senior Project Manager  
Mandy.Leonard@co.washington.mn.us



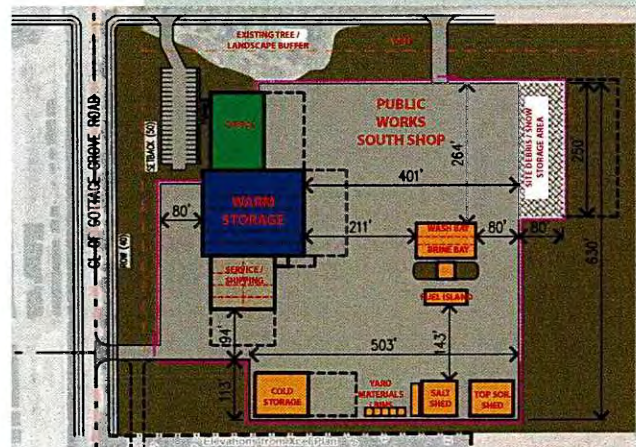
Year Completed:  
2014

Location:  
Stillwater, MN

Square Footage:  
103,500 SF | \$16M

## South Shop Master Planning Study

The Lacrosse Service Center project started with a site selection study, reviewing three available properties for Xcel. Each was vetted with the user groups for response times, the Cities for zoning and traffic flow and the topography to ensure the programmatic functions would fit on site. Xcel purchased the selected property and HCM's Team has taken it through municipal approvals, rezoning and stormwater design. The project is now in the Construction Document phase of design with construction to begin (with a CMaR delivery model) in early 2025. The project has the same programmatic functions as the Chanhassen Service Center, but adds a Natural Gas division to the program, a different approach to daily activities for the Wisconsin market and has a site with over 40' of topography. HCM worked closely with the key leadership team to develop out buildings, flow, landscaping and retaining so that the site has safe, easily understood flow and function.



Year Completed:  
2021-2022

Location:  
Woodbury, MN

Square Footage:  
52,000 SF | \$35M



# Dakota County Maintenance Facilities Master Planning Study

Year Completed:  
2018

Location:  
Dakota County, MN

Client:  
Dakota County

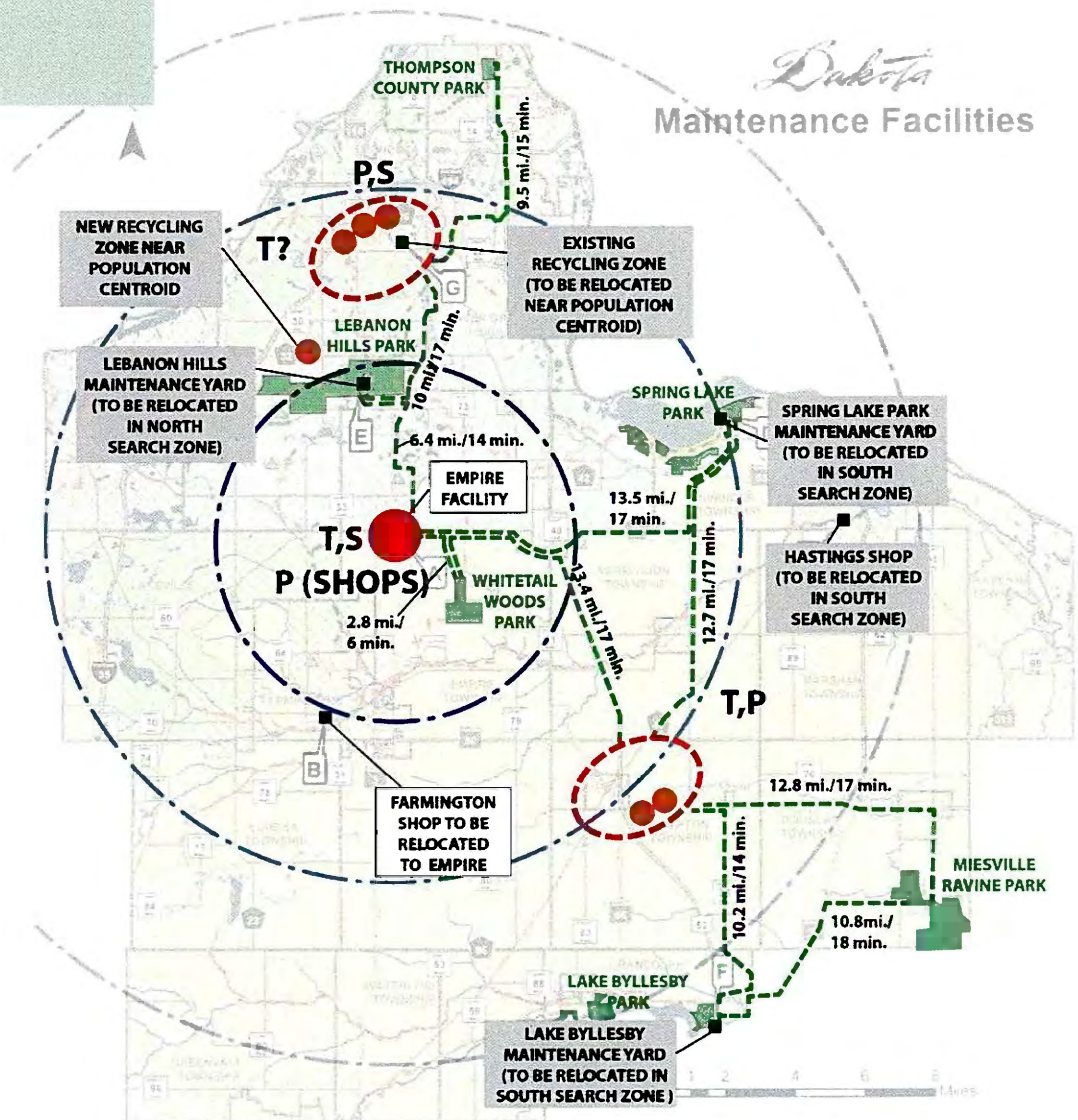
Project Area:  
N/A

Project Contact:  
Andrea Weber  
Senior Project Manager  
Dakota County

HCM Architects provided assessment, programming, and master planning services for Dakota County, specifically focusing on their maintenance facilities for transportation, fleet maintenance, and parks and recreation. The master plan addressed drive times to/from service areas around the county, rethinking maintenance service locations in relation to service areas, land cost, and growth projections.

HCM Architects developed long-range space and facility needs programming based on numerous meetings with all stakeholder groups. Location maps, concept plans of each proposed location, detailed programming information, and a high-level cost of each option were developed.

A final master plan document—to be used as the guiding principle for all future projects—was completed and presented to the Dakota County Commissioners in June 2018.



Option 2: De-centralized



# Design Approach & Strategies

## Essential, Founding Principles

Regardless of project scope, HCM Architects starts with the basics: listening to our clients, asking questions, understanding needs, and clearly communicating the task at hand. We believe in a client-centered team approach to design, where the owner and end user are at the core, fostering successful projects through open communication, technical expertise, and a commitment to client needs. Key principles such as listening, high-quality documentation, and face-to-face meetings allow us to minimize conflicts and misunderstandings, ensuring that we fully understand and address your requirements throughout the project.



### Site Access, Layout & Flow

Public works operations necessitate careful planning of layout and circulation to ensure safe, efficient access that separates operational areas from public spaces. Thoughtful site design minimizes environmental impact and ensures efficient vehicle flow while maintaining appropriate boundaries and buffers with adjacent properties.



### Building & Department Relationships

Public works facilities have unique building and departmental relationships that vary by location, and our design team addresses these needs. Effective design incorporates necessary segregation and security for different departments, develops key relationships for operational efficiency, and includes shared common areas to enhance employee morale and provide community building opportunities between major departments.



### An Experienced Master Planning & Design Firm

HCM Architects has extensive experience in master planning for public and private entities, offering added-value leadership and service based on our insights from these efforts. Our team is skilled in stakeholder engagement, implementing open and transparent processes to effectively gather feedback and garner project support.



### Sustainability Approach

As stewards of the environment, we strive to create innovative solutions that minimize use of our natural resources and provide both sustainable design and sustainable operations for every project. Firm principals are committed to sustainable design; Dan Lind is a LEED AP® (LEED accredited professional).

- **Your Goals**  
HCM Architects has delivered projects that follow various methodologies for sustainable design. We listen to your sustainable goals and work with you to develop an approach to sustainable project design.
- **Sustainability Principles**  
We believe in principles of sustainability that use low-impact, durable, quality materials; incorporate energy efficiency; provide design for reuse and recycling; promote service substitution (reduced consumption); specify materials with renewability; and create healthy buildings with good indoor air quality.



### Predesign

Involving all project team members early in the design process is important. Our Mechanical / Electrical Engineers can identify issues that drive major elements and efficiencies and outline the City's OPR requirements so that early cost estimates are accurate. This helps avoid back tracking, redesign and "value engineering" which rarely brings value due to its reactive nature. HCM leads this communication, and we rely on the direct continuous involvement of the owner team to ensure that requirements are met and needs vs wants are evaluated.



## References

### Ted Rowse

President  
Rowse Architects  
Providence, RI  
401-331-9200  
trowse@rowsearchitects.com

### David Herberholz

Director / Solid Waste & Recycling  
City of Minneapolis, MN  
612-673-2433  
david.herberholz@minneapolismn.gov

### Chris Backes

Senior Project Manager  
City of Minneapolis, MN  
612-673-3774  
Chris.Back@minneapolismn.gov

### Virgil Hawkins

County Engineer  
Wright County Highway Department  
Buffalo, MN  
763-682-7388  
Virgil.Hawkins@co.wright.mn.us

### Teresa Keller

Senior Engineering Project Coordinator  
City of Woodbury, MN  
651-714-3593  
teresa.keller@woodburymn.gov

### Gerald Covell

Planning Design Construction Manager  
Anoka County  
Anoka, MN 55303  
763-323-5393  
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### Joe MacPherson

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Anoka County Highway Department  
Andover, MN  
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### Dustin Phillips

Senior Project Manager  
Kraus-Anderson Construction Company  
Minneapolis, MN  
612-332-7281  
dustin.phillips@krausanderson.com

### Jim Romanik

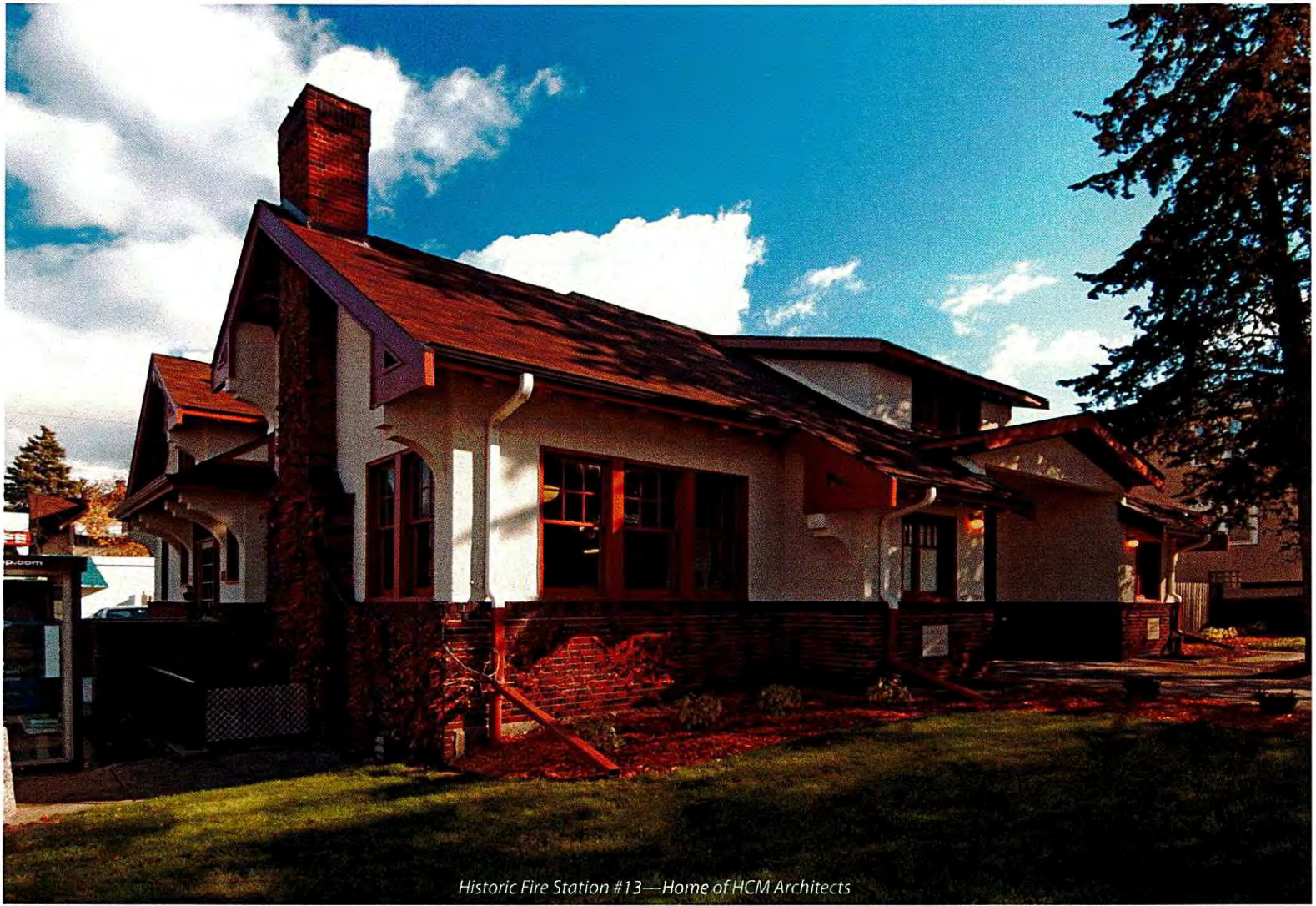
Public Works Manager (Retired)  
City of Oakdale, MN  
651-730-2743

### Shawn Sanders

Director of Public Works  
City of Stillwater, MN  
651-430-8835  
ssanders@ci.stillwater.mn.us



Wright County Highway Department, Buffalo, MN



*Historic Fire Station #13—Home of HCM Architects*

Our partnership stands on a foundation of common values, friendship,  
and a singular vision on how we want to  
practice architecture:

*Provide creative ideas and exemplary service; treat people  
well and good things will happen.*



**HABEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS**

**Cost and Fees**  
**HCM Architects Cost Proposal for the**  
**City of Duluth Predesign Services for Consolidated Maintenance Facility**  
**RFP Number 24-99697**

Our proposed professional fees are based on the breakdown of staff and hours. Our firm provides excellent value. **Based on our competitive rates and knowledgeable staff, you will receive more hours of our service for your fee.** We do not simply apply a percentage to estimate our fees.

We will of course be open book with the City of Duluth providing you with whatever back up and break downs you may require.

HCM acknowledges receipt of two (2) addenda.

**Fee Breakdown and estimated hours worked per task are outlined in the attached Fee Schedule.**

**Team Fee Breakdown**

HCM Architects & Donald Theisen Consulting	\$ 27,000
CB-BPS	\$ 7,000
MBJ (Structural Engineering)	\$ 5,000
WSB (Civil Engineering)	\$ 10,000
EP (Mechanical & Electrical Engineering)	\$ 1,200
<u>Isola Design (Planning, Fit Planning, Interior Design)</u>	<u>\$ 4,000</u>
Fee Subtotal	\$54,200
Reimbursable Expenses	\$ 2,050
<b>Fee Total</b>	<b>\$56,250</b>

Small Business and Woman Owned Business Enterprise Participation:

Isola Design WBE	\$ 4,000
<u>CB-BPS WBE</u>	<u>\$ 7,000</u>
Total WBE Participation	\$11,000
Total WBE Participation =	20.3%

In addition, HCM is a CERT Registered SBE.

Addendum #2, Item 2: We would estimate additional iterations to cost \$2,500 per request beyond what was outlined in the addendum.

**Billable Rates for Design Team Members**

Architectural Team Members	\$105 – 195 / hour
Interior Designer	\$195 / hour
Mechanical/Electrical Team Members	\$105 – 225 / hour
Civil Engineers	\$105 – 225 / hour
Structural Engineer Team Members	\$105 – 235 / hour
Landscape Architect	\$195 / hour

If selected to continue with the full project we would propose negotiating with the City on a percentage fee structure ranging from 5% - 6.5% of construction value. We feel that it is not fair to quote a percentage or fixed fee approach as, for example, the addition or reduction of office / training / break room type spaces can be complex and costly, whereas the addition or reduction of vehicle storage may have almost no impact on fees because of the simple nature of the large volume space. Also, without a site selected we don't know if our civil and structural teams will be dealing with large retaining walls, surface vs underground stormwater or utility extensions.

An example of this in response to Part II, Item 12 a.:

**Duluth PW**

\$30,652,000.00		2016	2016 study budget
\$1,532,600.00	0.05	2017	
\$1,609,230.00	0.05	2018	
\$1,689,691.50	0.05	2019	
\$1,774,176.08	0.05	2020	
\$5,588,654.64	0.15	2021	
\$6,426,952.83	0.15	2022	
\$2,463,665.25	0.05	2023	
\$2,586,848.51	0.05	2024	
\$2,716,190.94	0.05	2025	
\$2,852,000.49	0.05	2026	Inflation
\$59,892,010.24			Estimated cost of construction after inflation
\$3,443,790.59	0.0575		Fees
\$1,583,395.02	0.025		Permits, special inspections, etc.
\$1,497,300.26	0.025		City soft cost (management, etc.)
\$1,197,840.20	0.02		FFE
\$1,197,840.20	0.02		Equip
\$1,197,840.20	0.02		Low voltage, security, IT
\$5,000,000			Land Acquisition
\$75,010,016.72			

This is an example at the middle, using 5.75% fee and low land acquisition cost. To swing the fees to one extreme this same example could be done with \$10MM land acquisition cost and 5% fees or the other with \$3MM land acquisition and 6.5% fees because of difficult building conditions of more affordable property.

**Excluded Services:**

- Detailed Design and Construction Documents
- Detailed FF&E Planning & Specifications
- I/T and AV Design & Specifications
- Hazardous Materials Testing, Abatement, etc.
- Environmental Testing, Abatement, etc.
- Geotechnical Engineering
- Surveying

**I-11. Mandatory Disclosures:**

Jill Johnson, Isola Design is married to Tom Johnson, City of Duluth Senior Engineer. Jill is on the Project Team as Interior Design consultant. Tom will not be involved in the RFP review process and will not be involved with the selection of a Consultant.







# Scope of Services

## Project Understanding

HCM Architects and our Team have an understanding of the project at hand and a long resume of working together on similar project types. We are excited to help program this campus for the City. The base project is strongly understood. Programming and predesign are critical for these facilities and spending the necessary time to learn about Duluth's unique needs, while bringing experience and a new perspective are foremost in our approach. Public Works teams are "can do" groups and part of the process is to get everyone to envision what they need and can do with improvements, not be stuck in how things are done today. We understand that efficiencies in multipurpose spaces are key for a Public Works Facility due to the unique fluctuation in user group needs throughout the workday. The possibilities of 24/7 operations during emergencies are also a critical early discussion related to power, flow, fuel and potential swing space for things like storm debris.

Maximizing the density on the site will allow for the highest utilization of the property and is an exciting prospect for a building of this type. This utilization of the site may also allow for exploration of trail connection(s), public art, native landscaping and possible future needs if chosen sites allow for it. HCM has worked on numerous projects involving fueling islands, above and below ground fuel tanks and Matt Lysne has experience working on projects with CNG, EV, "future proofing" for solar, and experience with safe and sustainable road salt and sand storage solutions.

## Project Work Tasks

### Task 1:

Fact Finding  
Assessment  
Project  
Scoping

#### Scope of Work:

- Every client is unique. While HCM brings a team of subject matter experts to the table, you are the client. We want, and need, to understand the drivers behind your OPR, your vision of the future, project success, and your facility must haves.
- We will review any previous site concepts and City ideas, introductions to Project Stakeholders, and review existing and proposed site conditions. This will lead to discussion on scope, initial discussion of OPR and help set the stage for a successful Project.
- The City of Duluth has a diverse set of stakeholders that hold an interest in the future of the City. Departmental Leadership and stakeholder involvement can be influential in the master plan and identifying efficiencies and opportunities that might not be evident initially.
- Review existing buildings, available assessments, property boundaries, staff lists / organizational charts, seasonal staff counts, growth projections and vehicle / equipment lists.

#### Deliverables:

- Create a consolidated report that updates assessments and defines all the Scoping, OPR, and preliminary project budget of the proposed solution to be used in completing the next Task
- All deliverables shall be prepared in hard copy and via electronic format suitable for future use in communication to City Council, Mayor, citizen groups, etc.

### Task 2:

Program  
Development  
/ Program  
Verification

#### Scope of Work:

- Develop and distribute a programming Questionnaire to Division Managers.
- Schedule and lead needs assessment / program development meetings with all Divisions.
- Identify the facility and space needs of the various Divisions.
- Review owner equipment list / matrix and create equipment program diagram sheets to inform indoor and site storage space needs and initial flow diagrams.
- Develop sustainable design goals and strategies with the Project Team.
- Investigate all pertinent codes, accessibility, zoning requirements, safety regulations, environmental permitting, and more that will be considered by this improvement.
- Present overall assessment and programming report to the City of Duluth Project Team.

#### Deliverables:

- Agendas and meeting minutes for all meetings with be provided by the Design Team
- Facilities and Space Needs Program.
- A sustainable design goals and strategies checklist coordinated with the City's OPR
- Identify applicable zoning, permitting and building code requirements for site analysis.



### **Task 3:**

Initial Concept  
Design of Existing  
Sites

#### Scope of Work:

- Per Addendum #2 we understand the need to analyze all of the existing sites.
- This review is assumed to look at fit plans, site flow and possible utilization for a consolidated facility or if multiple sites are determined to be a better solution to service the City as a whole.
- Review concept site flow, road access, employee parking and high-level building plans / adjacencies.
- Review concepts with City Team.
- Update concepts based on City input, user groups, etc.
- Finalize any feasible options for utilization of existing sites.

#### Deliverables:

- Concept building / existing site reconfiguration/expansion plans.
- Site flow diagrams.
- Programmatic adjacency diagrams
- Building footprint fit and flow diagrams.
- Assist with high level cost analysis of options.

### **Task 4:**

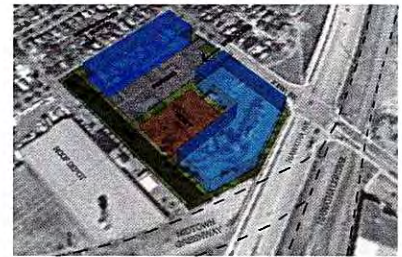
Initial Concept  
Design of Possible  
New Sites

#### Scope of Work:

- Per Addendum #2 we understand the need to analyze three to five sites (items 2 and 12).
- This review is assumed to look at fit plans, site flow and possible utilization for a consolidated facility or a second facility if multiple sites best serve operations and efficiency (or a large enough site can't be purchased).
- Review concept site flow, road access, employee parking and high-level building plans / adjacencies.
- Review concepts with City Team.
- Update concepts based on City input, user groups, etc.
- Finalize any feasible options for utilization of existing sites.

#### Deliverables:

- Concept building / existing site reconfiguration/expansion plans.
- Site flow diagrams.
- Programmatic adjacency diagrams
- Building footprint fit and flow diagrams.
- Assist with high level cost analysis of options



### **Task 5:**

Predesign - Deeper  
Dive Into Viable Site  
Options

#### Scope of Work:

- Further develop viable options to ensure stormwater, buildings, outbuildings and storage all work with safe site flow, employee parking, street access, etc.
- Further integrate City OPR to ensure conformance at all Tasks.
- Multiple reviews with the City are expected at this stage to ensure all needs are being met.
- As concept develops review with division heads / user group teams for comment.
- Further development based on City input.
- Review and refinement with high level cost input.
- Review the concept design with the Planning & Building Officials
- Review concepts with City Team and CMaR for construction cost budget development.

#### Deliverables:

- This phase will culminate with multiple formalized options as identified in the RFP.
- Listing of Furniture, Fixtures, Equipment and Signage (FF&E) needs.



## Task 6:

Predesign - Package Wrap Up

**Est. team hrs**

### Scope of Work:

- A critical component of Predesign is a quality wrap up of the effort.
- Our team will make any final touches to the options.
- Review meetings with the City Team to confirm the format and layout of the final deliverables.
- Draft Predesign Document compilation.
- Presentation to the City Team.
- Dedicated global project budget development and review meeting – FFE, Security, AV, Signage, Owner Provided equipment, Fees, Permitting, Special Inspections, etc.
- Final report creation.
- Supporting the City Team with presentations to the City Council, Staff, etc.
- Supporting the City Team in coordination with the CMaR for needed budget finalization.

### Deliverables:

- Final Predesign Document – Executive Summary, Programming Compilation, Design options with comparison / pro – con lists, global project budget. Appendix includes all minutes, detailed programming, vehicle and equipment space allocation diagrams, all site and design options to show refinement and evolution, and other compiled background information as applicable.

## Timeline of Services

**Nov 14,15** - Interviews

**Dec** - City Council Approval & Contract

### Task 1

**Jan 6**  
Project Kick-off  
**Jan 6-21**  
Fact Finding  
Assessment  
Project Scoping

Jan 21 - Review with City of Duluth

### Task 2

**Jan 22-Feb 14**  
Programming Meetings and Development  
**Feb 17**  
Programming Review  
**Feb 17 -28**  
Programming Updates

March 3 - Programming Deliverable & Strategy Session

### Task 3

**March 3-14**  
Task 3 Design  
**March 17**  
Initial Task 3 Review Meeting  
**March 18-28**  
Task 3 Development

Task 3 Review and task 4 Kick-off

### Task 4

**April 1-18**  
Task 4 Design  
**April 21**  
Initial Task 4 Review Meeting  
**April 22 - May 2**  
Task 4 Development

May 5 - Task 4 Review & Task 5 Strategy Session

### Task 5

**May 5-9**  
City Review and Direction  
**May 12-23**  
Task 5 Design  
**May 26**  
Initial Task 5 Review Meeting  
**May 26- June 6**  
Task 5 Development

June 9 - Task 5 Review & Task 6 Strategy Session

### Task 6

**June 9- 20**  
Task 6 Development  
**June 23**  
Task 6 Review  
**July 6-27**  
Task 6 Finalization  
**July 30**  
Predesign Study Turn Over to City of Duluth