

AGREEMENT

LHB, Inc
&
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 LHB, Inc. located at 21 West Superior Street, Suite 500, Duluth, MN 55802, hereinafter referred to as Architect for the purpose of rendering services to the City.

WITNESSETH THAT:

WHEREAS, it is the intention of the City to undertake development of a public facility; and
WHEREAS, the City desires to engage the Architect to render certain architectural services in connection with such undertakings;

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

I. The Architect shall develop and prepare and/or administer the necessary design development, construction and bidding documents required for Hartley Nature Center Building Addition Phase 2 at 3001 Woodland Ave, Duluth, MN 55803, herein after referred to as the “Project,” as directed by the Property & Facilities Manager. The specific services are those described below, as limited by the Proposal entitled “Professional Design Services for Hartley Nature Center Building Addition”, submitted by Architect, dated January 23, 2020, and identified as Exhibit A, which is made a part hereof, in accordance with the Terms and Conditions of this Agreement Resolution No. 20-0209R passed on March 9, 2020.

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

III. The Owner and Architect agree in accordance with the Terms and Conditions of this Agreement that:

A. If the Scope of the Project is changed materially, compensation shall be subject to renegotiation.

IV. City has contracted for the services of Gardner Builders (the CMAR) to act as Construction Manager at Risk to assist City and Architect with all phases of the design and construction of the Project as described in that contract number L 30338 between CMAR and City (the “CMAR

Contract”). Architect agrees that, in the course of providing all services under this Agreement, it will work cooperatively with the CMAR and the City to facilitate work of all parties as their respective obligations exist under the CMAR Contract and this Agreement for the benefit of the Project.

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 the six phases described below and include normal structural, mechanical, electrical, and civil engineering services and any other services except "Additional Services" as defined in Article 1.2.

1.1.1 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 Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of Owner or its agent, the Architect shall submit for Owner 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.

1.1.3 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 June 15, 2022.

Schematic Design Phase

1.1.4 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.

1.1.5 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.

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

Design Development Phase

1.1.7 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.

1.1.8 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 his or her best judgment as a design professional familiar with the construction industry.

Construction Documents Phase

1.1.9 The Architects 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.

1.1.10 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.

1.1.11 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the project.

Bidding Phase

1.1.12 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.

Construction Phase

1.1.13 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.

1.1.14 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.

1.1.15 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 his 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.

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

1.1.17 The Architect shall visit the site of the work at intervals appropriate to the stage of construction in order to familiarize himself generally 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 he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.18 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.

1.1.19 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.

1.1.20 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.

1.1.21 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.

1.1.22 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.

1.1.23 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.

1.1.24 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.

1.1.25 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.

1.1.26 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.

Post Construction Phase

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

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 1 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 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.
- 1.2.16 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.
- 1.2.17 Providing services after issuance to the Owner of the final Certificate for Payment, except as delineated in Paragraph 1.1.27.
- 1.2.18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

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

1.2.20 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 his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his 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 he may require to ascertain how or for what purposes the Contractor has used the monies paid to him 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, he shall give prompt written notice thereof to the Architect.

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

ARTICLE 3.

Construction Cost

3.1 A fixed limit of **Construction Cost of One Million, Nine Hundred Fifty-Two Thousand, One Hundred and 00/100 Dollars (\$1,952,100.00)** 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 and his 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 One Hundred Fifty-Three Thousand, One Hundred Fifty-Eight and 00/100 Dollars (\$153,158.00) 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 specified in Paragraphs 1.1.1 through 1.1.12 shall in no event exceed One Hundred Sixteen Thousand, Four Hundred Seventy-Six and 00/100 Dollars (\$116,476.00).

4.3 Compensation to be paid by the Owner to the Architect for the Architect's services specified in paragraphs 1.1.13 through 1.1.27 above shall be computed on the same basis as for Additional Services as outlined in Paragraph 4.4; however, that in no event shall such compensation exceed Thirty-Five Thousand, One Hundred Eighty-Two and 00/100 Dollars (\$35,182.00).

4.4 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 4.6 below, compensation up to the authorized amount shall be computed as follows, unless an Exhibit A is attached hereto which supersedes the following:

- a. Principal's time at the fixed rate of \$179.00 per Hour. For the purpose of this Agreement, the Principal(s) is Joseph Litman.
- b. 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.)
- c. Services of professional consultants at a multiple of one and one-quarter (1 1/4) times the amount billed to the Architect for such services.

4.5 Reimbursable Expenses, if such expenses are authorized and if funds are provided therefore

in Paragraph 4.6 below, are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees or his professional consultants in accordance with the provisions of any written amendments to this Agreement, for the expenses listed in the following Subparagraphs:

- a. 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.
- b. Expense of Bid Document reproductions in the number of sets as requested by Owner.
- c. 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.

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

- a. **Additional Services** \$0.00
- b. **Reimbursable Expenses** \$1,500.00

ARTICLE 5.

Payments

5.1 The Owner shall make payments under this Agreement charging such amounts as follows:
Funding 205-130-1220-5310; CM205-HARTLE-LGCY18.

5.1.1 Payments to the Architect for the services specified herein shall be made monthly upon presentation of a requisition for payment so that the compensation at the completion of each Phase shall equal the following percentages of the total compensation for services provided under Article 1, Paragraphs 1.1 through 1.1.12 inclusive:

- Schematic Design Phase --15%
- Design Development Phase --20%
- Construction Documents Phase --40%
- Completion of Bidding Phase --5%.
- Construction Administration Phase--20%

5.1.2 If the Contract Time initially established in the Construction Contract is exceeded by more

than thirty 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 the thirtieth day shall be computed as set forth in Paragraph 4.6.

5.1.3 Payments for Additional Services of the Architect as defined in Paragraphs 1.2 through 1.2.20 and Paragraphs 1.1.13 through 1.1.28, 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 his 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.

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 his 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 or by certified mail, return receipt requested) of intent to terminate.

7.2 This agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Architect is given (1) not less than seven (7) calendar days prior

written notice (delivered personally or by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the City prior to termination.

7.3 Upon receipt of a notice of intent to terminate from the City pursuant to this agreement, the Architect shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City 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 City 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 his compensation for services performed to termination date, including reimbursable expenses then due and all reasonable termination expenses.

7.6 Termination expenses are defined as reimbursable expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

- 20 percent if termination occurs during the Schematic Design Phase; or
- 10 percent if termination occurs during the Design Development Phase; or
- 5 percent if termination occurs during any subsequent phase.

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 City whether the Project is completed or not. Reuse of any of the work product of the Architect by the City on extensions of this Project or any other Project without written permission of the Architect shall be at the City's risk and the City 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 City or others acting through the City and which damage is directly caused by such abuse.

ARTICLE 9.

Successors and Assigns

9.1 The City 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 or her respective interests in this agreement without the written consent of the City. 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 City 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 Architect agrees to defend, indemnify and hold harmless the City of Duluth and any of its agents or employees from and against any and all claims arising out of the performance of this Agreement by Architect except to the extent that such indemnification is specifically prohibited by Minnesota Statutes Chapter 337 or Section 604.21. Architect shall not be required to indemnify City for claims of liability arising out of the sole negligent or intentional acts or omission of the City but shall be specifically required to and agrees to defend and indemnify City in all cases where claims of liability against the City arise out of acts or omissions which are passive or derivative of the negligent or intentional acts or omissions of Architect, such as, but including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such acts or omission by Architect and any other such source of liability. In the event the City of Duluth consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved or ratified in writing by the Architect, the City of Duluth recognizes that such changes and the results thereof are not the responsibility of the Architect. Therefore, the City of Duluth agrees to release the Architect from any liability arising from the construction, use or result of such changes. In addition, the City of Duluth agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the Architect.

13.2 The Architect shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota unless Architect shall have successfully demonstrated to the City Attorney, in the reasonable exercise of his or her discretion that such insurance is not reasonably available in the market. If the Architect demonstrates to the reasonable satisfaction of the City Attorney that such insurance requires hereunder is not reasonably available in the market, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the city which is reasonably available.

- a. Worker's Compensation Insurance in accordance with the laws of the State of

Minnesota.

b. Commercial General Liability Insurance in an amount not less than **\$1,500,000** combined single limit.

c. Automobile Liability coverage in an amount not less than **\$1,500,000** combined single limit.

d. Professional liability (errors and omissions) insurance in an amount not less than \$1,500,000 combined single limit property damage in any year or such greater amounts the City determines is necessary to protect it; provided further that in the event the professional malpractice insurance is in the form of "claims made" insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Service Provider 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 statute 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. The City Attorney reserves the right and the Architect agrees to revisions upward or downward in the minimum insurance requirements set forth above, provided that any such revisions shall be reasonable.

13.3 Such insurance shall be maintained in full force and effect during the life of the agreement and shall protect the Architect, its employees, agents and representatives from claims for damages including but not limited to personal injury and death and any covered act by the Architect, its employees, agents and representatives in the performance of the work covered by the agreement.

13.4 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.

13.5 The City shall be named as an "additional insured," with the same coverages as Architect, on General and Automobile Liability policies other than the Professional Liability and Worker's Compensation policies of Architect. The additional insured coverage required by this agreement is coverage for any claim arising out of the Architect's performance of this agreement. *An umbrella policy with a "following form" provision is acceptable if written verification is provided that the*

underlying policy names the City of Duluth as an additional insured.

13.6 The certificates shall provide that the policies shall not be changed or canceled during the life of the agreement without at least thirty (30) days advance written notice to the City.

ARTICLE 14.

General Conditions

14.1 This Agreement is subject to and incorporates the City Part II, "Supplemental General Conditions for Federally Assisted Activities" (latest edition), which is incorporated by reference.

14.2 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," dated January 23, 2020, is hereby incorporated into this Agreement.

[Remainder of this page intentionally left blank. Signature page follows.]

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

CITY OF DULUTH

LHB, INC.

By: _____
Mayor

By: _____

Attest:

Its: _____
Title of Representative

By: _____
City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to Form:

City Attorney

EXHIBIT A – PROPOSAL

A photograph of three young girls playing in a stream. They are wearing colorful dresses and rain boots. One girl in the foreground is splashing water. In the background, another child is visible near a wooden structure. The scene is set in a wooded area with many trees.

City of Duluth
Hartley Nature Center Building Addition

Professional Design Services
January 23, 2020



PERFORMANCE
DRIVEN DESIGN.



PERFORMANCE
DRIVEN DESIGN.

21 West Superior St., Suite 500
Duluth, MN 55802
218.727.8446

January 23, 2020

Purchasing Division
City of Duluth
City Hall, Room 120
411 West 1st Street
Duluth, MN 55802

PROFESSIONAL DESIGN SERVICES FOR HARTLEY NATURE CENTER BUILDING ADDITION

As a first-time parent attending orientation for the Hartley Nature Preschool program, I had no idea the impact this place would have on our family's health and happiness. When I brought our daughter, Eva, into her classroom the first day, I felt the anxiety of letting go of her hand turn into serenity. I realized there was something special happening with this program in this place. The landscape, history, commitment to restorative development, and the way the community has supported this mission is an inspiration. When I see the passion and devotion of Tom, Kaitlyn, Maria, and their staff, I know that my kids are going to become better people because of them. When people ask us, "How is Duluth?", the first thing I brag about is how we found this fantastic preschool where our kids go outside every single day getting filthy playing in the woods and its transformative effect on us all.

As an architect and Hartley parent, I have observed this place from a unique perspective. I've learned what works with social events, camps, drop-off, pick-up, and what resonates with my kids and the other parents. With the right facilities, Hartley's team can grow and make a big difference for more families in Duluth.

The whole LHB team shares this passion for Hartley Nature Center as well. Our critical expertise in designing facilities for early-childhood,

recreation-based programs, and highly sustainable design outcomes in Duluth will make a big difference for your project. With this committed team of the best multidisciplinary talent in Duluth, we will deliver this entire design scope locally. We proudly support your commitment to Disadvantaged Businesses and have handpicked Isola Design and Hallberg Engineering as our DBE partners. Our long-standing relationships with them and their project experience make a perfect fit for this project.

As I write this letter, the application for 2020-21 Hartley Nature Preschool sits next to me, due the day following this proposal. There is a lump in my throat as I know this marks the last year that our daughter, Olivia, will be enrolled in the most exceptional preschool that we could have ever imagined. The nature that surrounds and informs the backbone of your curriculum is our "third place" between home and work, a sanctuary, and an extension of our backyard, our family, and our lives. As our experience as parents draws to a close, the opportunity to give back to Hartley Nature Center professionally will be a personal highlight for me, for my family, and our project team.

Lastly, our middle daughter, Fiona, says to tell you guys "hi."

Most Warm Regards,

LHB, Inc.

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LHB is a multi-disciplinary engineering, architecture, and planning firm known for our design leadership and loyalty to our clients. We go beyond good intentions and focus on measurable performance. We are experts in: public works, pipeline, industrial, housing, healthcare, government, education, and commercial design.

LHB is dedicated to being environmentally responsible, reducing long term operating costs, and improving the quality of life for our clients. With a staff of 260, we provide integrated design solutions. Since 1966, our people have focused their talents and specialize in providing creative, practical and cost-effective design solutions for our clients.

We create sustainable designs for all types of facilities and infrastructure to produce energy-efficient buildings; promote ecological use of materials; and utilize natural systems that provide healthy, cost-effective benefits from natural lighting to stormwater reuse.

Markets Served

- Commercial
- Education
- Government
- Healthcare
- Housing
- Industrial
- Pipeline and Utilities
- Public Works

Services Provided

- Architecture
- Civil Engineering
- Electrical Engineering
- Landscape Architecture and Planning
- Mechanical Engineering
- Structural Engineering
- Interior Design
- Land Surveying
- Historic Preservation
- Performance Metrics™



LHB Staff by Discipline

Licensed Architects.....	48
Designers	11
Certified Interior Designers.....	4
Interior Designers.....	4
Landscape Designers	4
Licensed Landscape Architects.....	5
Licensed Civil Engineers	15
Licensed Mechanical Engineers	9
Licensed Fire Protection Engineers	2
Licensed Electrical Engineers.....	8
Licensed Structural Engineers.....	14
Graduate Engineers	19
A/E Design Technicians.....	45
Licensed Land Surveyors	2
Survey Crew Chiefs	12
Survey Technicians	10
Technical Staff.....	8
Administrative Staff.....	37
Planning and Development	1
Historic Preservationist.....	1
Permitting Specialists.....	2
TOTAL LHB STAFF	260

Consultants

Located in Duluth, **Isola Design** will serve as the interior designer on this project. Isola Design was established May 2009, and became certified as a Disadvantaged Business Enterprise (DBE) and a Woman Owned Business (W) in November 2013.

Hallberg Engineering is a full-service MBE and DBE firm with offices in White Bear Lake and Duluth Minnesota and has been in business since 1979. They will provide mechanical, electrical and technology design services on this project.

www.LHBcorp.com

Chester Bowl Chalet

LHB provided professional architectural and engineering design services for the renovation/addition of the Chester Bowl Chalet to meet the current and future demands on the facility for both the winter and summer programs.

Our services included:

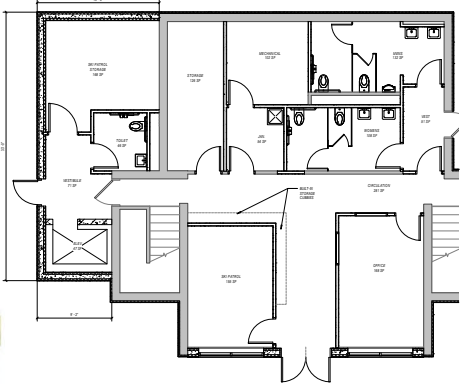
- An initial site visit and programming meeting
- Three public meetings, preparation and follow-up
- Meeting with Board and required stakeholders
- Providing a structural analysis for an additional floor
- Developing a concept floor plan and elevations that meet current codes
- Providing a cost estimate
- Providing the necessary documents for Parks Commission, Planning Commission, and City Council approval
- Developing graphics and images for use in fundraising for construction

Project Type

Facility Design
Duluth, MN

Client

Chester Bowl Improvement Club



Summit Preschool Facility Masterplan

The LHB team, comprised of civil, structural, mechanical and electrical engineers and two architects, completed a site visit and tour of the Summit School facility in Duluth, Minnesota to assess the current conditions of the building and grounds. Prior to this site visit LHB interviewed several Summit School staff to understand the current issues and how the facility operates on a day to day basis. Observations were made using visual examination only. LHB also provided a space needs study that identified existing and new square footages as well as associated cost estimates per square foot.

All future space redesigns were introduced to LHB as desired remodels within the current building footprint. Following the conditions assessment and space needs studies, LHB advised full demolition of the existing garage and new construction for the prospective infant rooms to take its place. Further detailed redesign work is required to finalize any layout modifications for remodeling and new construction.

Project Type

Facility Masterplan
Duluth, MN

Client

Summit School



Cooper Early Childhood and Elementary School

LHB provided pre-referendum services, complete design and construction administration services for the School District of Superior, Wisconsin. The \$92.5 million referendum included the demolition and replacement of Cooper Elementary School.

Cooper is an EC-5 facility designed for 600 students. The project is a replacement of an existing facility on the same site. Main project goals were improved site safety and circulation, building security, clear entry for parents and visitors, increased capacity and improved educational environment.

In addition to the standard K-5 grades and support spaces, this project included early childhood functions within the building and a separated age appropriate playground as well as the district's focused autism program.

The prairie style design of the school helps reduce the visual impact of the building, fits within the neighborhood setting, and provides a warm and inviting learning environment.

The energy goals are set well below codes at 34 KBTU/sf versus code benchmarks of roughly 72. The facility includes 100% conditioned fresh air displacement ventilation which provides superior air quality, dramatic energy savings, and great acoustical properties.

Project Type

New Construction
Superior, WI

Client

School District of Superior

Essentia Wellness Center

LHB worked with a number of stakeholder groups that came together to create Essentia Health's Wellness Center to serve communities in southern St. Louis County, MN. The project involved identifying possible sites, creating design concepts, facilitating public meetings to build support, identifying, and prioritizing project needs, building consensus among stakeholders, and assisting with lobbying and education efforts for funding.

The Wellness Center includes an aquatics center, YMCA gym facilities, community meeting and event spaces, as well as an infant – PreK daycare, and physical therapy clinic.

In addition to the design, LHB provided construction administration services, met regularly with the clients and contractor, observed the construction site and maintained a positive project outcome through product and detail reviews.

LHB design services included:

- Right sizing the program areas based on historic data and best practices
- Creating efficient site and building layouts
- Making sound and logical selections for civil, structural, mechanical, electrical, and AV engineering systems that allow for flexibility in the future
- Creating cost estimates throughout the design process – starting with programming
- Developing a beautiful facility in an economically conservative manner
- Incorporating passive sustainability measures to reduce operating costs, and adhering to B3 sustainability requirements.
- Providing construction administration services, coordination reviews, and site observations, through project completion.

Project Type

Programming, Site Analysis, and New Construction of Health and Wellness Center
Hermantown, MN

Client

City of Hermantown (fiscal agent for the project)

YMCA (operations)



Giants Ridge Golf and Ski Resort

Project Type

Masterplanning, Site Design, and Architectural Services for the Ski Chalet and Rental Shop
Biwabik, Minnesota

Client

Iron Range Resources and Giants Ridge Golf and Ski Resort

LHB provided architectural, electrical, mechanical, civil, structural, landscape, and interior design services for this \$11.5 million project. The new 34,000 SF ski chalet and event center includes a cafeteria, bar and food service, ski rental, ski school, retail shop, ticket and administrative office areas as well as associated parking and site amenities.

A portion of the existing building was saved, reused and remodeled for ski patrol, seasonal lockers, and a day chalet. Scheduling and phasing were key considerations in both the design and construction to sequence the

demolition of existing buildings, remodeling, and new construction around operation times of the existing facility for ski season and summer events.

LHB designed for energy efficiency and B3 Guidelines. Sustainable features include ICF walls, in-floor heat, and high efficiency HVAC, lighting system, and controls. Materials were selected for sustainable, durability, low maintenance properties, and were regionally-sourced whenever possible.



US Fish and Wildlife Necedah Visitor Center

Project Type
Interpretive Educational
Facility
Necedah, WI

Client
US Fish & Wildlife
Service

LHB was hired to provide services for architectural and engineering for a new visitor center and headquarters providing environmental education and trails, outdoor classroom, and wildlife viewing platforms.

The 11,800 SF facility includes office, lobby, exhibit and education space for staff and visitors to the Necedah National Wildlife Refuge, which is renowned for the Whooping Crane Nesting and Nurturing Program.

Our Landscape Architecture team worked extensively in designing the outdoor recreational aspect of the center. This process required incorporating the built environment into its existing user experience, while considering long-range goals for potential promotion and additions to the site.

Sustainable design elements include:

- Reduction of impervious cover and use of bio-infiltration basins to minimize storm water runoff
- Native and pollinator species incorporated into the landscape not requiring irrigation or extensive maintenance
- Rainwater harvesting system to reduce potable water use
- Boardwalk trail system through wetlands and sensitive areas with lookouts for birdwatching
- Geothermal water to water and water to air HVAC systems
- Regionally extracted and manufactured materials
- Building insulation
- 48 KW Photovoltaic system that could contribute up to 50% of the energy used on this site
- A power usage display that allows staff and visitors to see the amount of electricity used and produced at the facility



Chambers Grove Park

Chambers Grove Park, a 16 acre community park situated along the St. Louis River in the western Fond du Lac neighborhood, was significantly damaged during the June 2012 Duluth flood. The majority of the park is within the River's floodplain, so the City of Duluth received \$1 million through a Minnesota DNR Parks and Trails Legacy Grant for flood recovery and park improvements of which LHB was hired for the restoration and re-design efforts.

Construction was completed in the fall of 2016. The enhanced park consists of a new ADA compliant restroom facility, increased parking areas and improved roadway access, implementation of two trailheads with signage, a nature-themed ADA compliant playground, an event arbor and drumming circle patio, an accessible route to the existing picnic pavilion, relocation of a WWII Veteran's Memorial, a Riverwalk with site lighting, ADA accessible fishing piers, canoe/kayak public water access, hillside embankment and shoreline stabilization, improved stormwater management and associated landscaping.

Throughout the design process, LHB worked with community members, stakeholders, and the indigenous people's committee to ensure that the appropriate history and story be told about the significance of the area, and flood resiliency through design elements. Our team also worked to make certain that the City's larger economic and development goals were considered which included increasing outdoor recreational park use, enhancing neighborhood quality of life, and engaging tourism by elevating Chambers Grove into a park of regional status.

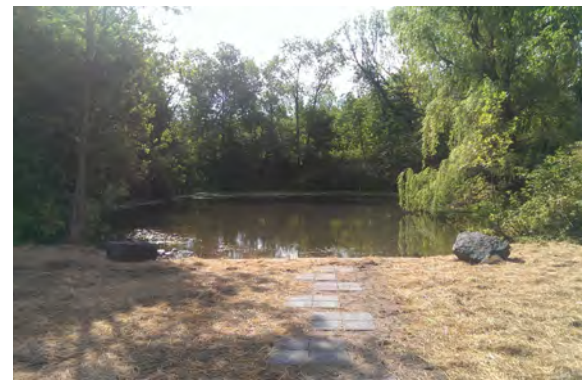
The park was re-opened to the public in the summer of 2017 and has been well received.

Project Type

Park Design and Construction Administration
Duluth, MN

Client

City of Duluth Parks and Recreation
Property Services



Minneapolis Convention Center Sustainability Master Plan

Since 2012, LHB has provided sustainability consulting and design services to the Minneapolis Convention Center (MCC), an organization committed to reducing resource consumption on a large scale. In 2015, the MCC took on a sustainability initiative to become LEED certified for Existing Buildings Operations + Maintenance. As part of that process, LHB identified several opportunities for increased site performance by creating a site improvement master plan, which is currently being used as a guide for future decisions regarding site sustainability and water efficiency.

Two of the master plan recommendations implemented to date include the conversion of an existing 6,671 square foot area of turf into a **Pollinator Friendly Pocket Park** on 3rd Avenue South, and the implementation of a 250,000 gallon stormwater catchment system that collects 5.4 million gallons of rainwater each year with a smart irrigation meter system.

As the largest convention center in the state, the land of 10,000 lakes and headwaters of the Mississippi River, water is a central focus of this community and the design team worked hand in hand with the local watershed district to ensure the improvements would be successful. Rainwater is now used to efficiently irrigate the grounds, reducing the amount of storm runoff draining to the Mississippi River as well as reducing the amount of potable drinking water required for irrigation. The MCC and LHB team continues to be committed to protecting and improving water quality in the Mississippi Watershed.

Project Type

Site Sustainability Planning, Design and Construction Administration

Client

Minneapolis Convention Center



Hallberg Engineering Experience



Tamarack Nature Center White Bear Township, MN

Tamarack Nature Center (TNC) is a 320-acre park preserve located within Bald Eagle-Otter Lakes Regional Park in White Bear Township, Minnesota. Tamarack Nature Center's primary role is environmental education with a secondary role of passive recreation and instruction. Tamarack Nature Center (TNC) is in the middle stages of a ten-year umbrella project entitled, Destination for Discovery. Guided by TNC's 2007 strategic plan, the project updates facilities, interpretive trails, programs and exhibits, building our capacity to "help people discover the value of nature through play, inquiry, exploration and service."

The current project (2018-2023) includes the following: Classroom addition, design/development/construction, interactive exhibit installation, trail improvements, sugar shack relocation/construction, new programming building (four class rooms, restrooms, storage), Garden house restrooms, activity area shelters, overflow parking lot and maintenance facility.



Wolf Ridge Learning Center Finland, MN

Hallberg Engineering is currently commissioning the staff housing and west dorm buildings at the Wolf Ridge Environmental Learning Center. The West Dorm is seeking Living Building Challenge 3.1 certification.



Historic Pierre Bottineau House Elm Creek Park Reserve, Maple Grove, MN

The historic Bottineau House was moved to its current location at Elm Creek Park Reserve in Maple Grove, Minnesota in 2009 and restored to its original 1854 appearance. The house is used today as an interpretive space to teach park visitors about the life of Pierre Bottineau, one of Minnesota's most legendary historical figures. The scope of work included new utility services, lighting, power, and heating.



Work Plan

Project Administration

The objective of our project leadership is close coordination with the City's personnel in monitoring the design and construction of the project to meet the technical, performance, communication, and contractual conditions required.

We will actively manage deliverable progress, project budget, staffing resources, and assignments to meet contract scope, cost, and schedule requirements. LHB will submit Monthly Progress Reports and invoices with backup documentation for all direct expenses. Communication is core to our process, and weekly project management and periodic design input meetings with the City/HNC will be central to our success. We will also maintain a current summary of measurable performance goals and strategies to achieve these as outlined in our Sustainability Plan.

Our project administration also relies on the City/HNC to reviewing monthly progress reports, submittals, and invoices, participating in weekly project management meetings, periodic design input meetings, and additional communications with LHB as required. We also seek your timely input on performance goals and strategies. **(12 weekly PM meetings, design input meetings included elsewhere)**

Due Diligence

LHB will lead responsibilities in due diligence to identify all regulatory and physical influences on the project as envisioned. We will first establish the environmental and geotechnical information required for the proper and complete design of the facility. This report provided by others will give information on civil and structural engineering outcomes that avoids sensitive environmental areas, mitigates any hazardous materials present at the site, and establishes the capacities for foundation and stormwater systems.

To achieve this, the City will engage a soil testing firm to complete geotechnical investigations and additional environmental and hazardous materials testing and reports as required. LHB will receive and review any existing environmental and hazardous materials documentation along with this report. We will advise if the current project requires additional investigations and identify the number and location of additional soil borings if needed.

Entitlements

LHB has a long history working through the entitlements process with the City of Duluth as well as with various regulatory groups. Our team will work closely with you at every stage of your project. We have many years of working with the City of Duluth Property and Facilities Management Department, Planning, Parks & Recreation, Engineering Department, and Construction Services Office as well as with the Army Corps of Engineers, Minnesota DNR, the MN Board of Soil and Water Conservation District, South St. Louis County Watershed District, and the State Historic Preservation Office. LHB will coordinate with the City to establish all applicable regulations for the design and construction of the facility, which may affect the work. We will identify all required reviews, approvals, and permits required by the City and additional Authorities Having Jurisdiction (AHJ) and coordinate presenting proposed plans to AHJ as required for reviews, approvals, and permits.

We envision the project may require approvals including but not limited to, a joint permit for wetland impacts, and changes to existing stormwater infrastructure, project reporting and submittal documentation associated with the Minnesota Historical and Cultural Heritage Legacy Grants Program, submittal of a UDC Tree Preservation Report with subsequent Replacement Plan, as well as site plan review and approval to ensure compliance with the City's Unified Development Code (UDC).

Our team has experience in all of these required approvals, especially the Legacy Grant process most recently with the City of Duluth for Chamber's Grove Park Flood Recovery and Improvement project. **(8 meetings with AHJ)**

Sustainability Plan

LHB is the leader of the pack when it comes to high performance, sustainability-driven design outcomes. We have more expertise in-house than any other firm in Minnesota and in-depth knowledge through actual project experiences and testing of built examples through our Research Studio. We take this in stride and a core part of our process involves alignment with the City/HNC goals for performance. We facilitate this through a Sustainability Plan, which identifies measurable goals and strategies to accomplish them in the design for a variety of values.

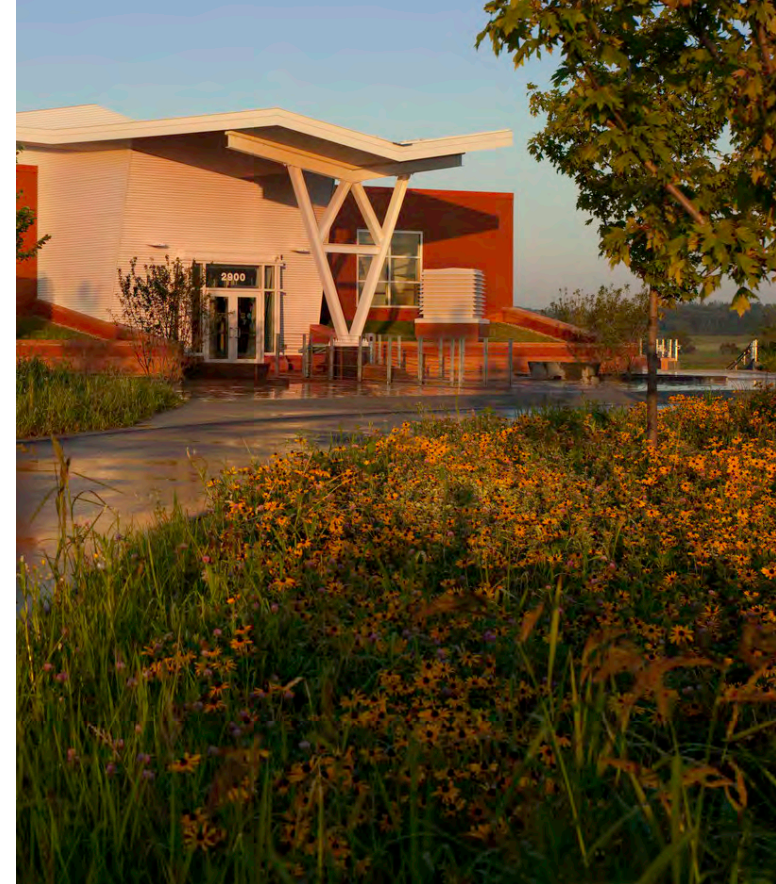
The overarching values we look at are Environmental, Economic, and Social. Environmental metrics, which we are all familiar with measuring through programs like LEED and B3, include energy, waste, and water. But we also look at sustainability through Economic and Social values. These become more challenging to measure. Where we can measure energy and water use by kBtu/Square Foot or volume of water used, we look at economics through post-occupancy data like financial balance sheets, employee retention, and increased participation in programs. Social values

become even more challenging to measure, but we set ways with the City to do so through occupant surveys, public perception, and health metrics.

Setting these goals gives us all a benchmark to measure the success of the design against, but it also gives us accountability to each other to work toward a goal for the efforts we will put toward this addition. LHB has countless tools for analyzing and designing the project with these sustainable goals in mind. Very early in the Design Development phase, we will be able to model energy and daylighting, calculate heat loss and gain in the building envelope and address these outcomes in the engineering systems. We also leverage our industry-leading capabilities in Virtual Reality to convey aspects of the design which will lend to the success in meeting our Social and Economic goals. We had much success with this process recently with the YMCA, Essentia Health, and City of Hermantown in the process for the Essentia Wellness Center, which opened in August 2019. **(1 kickoff meeting, 1 follow up meeting)**

Design Analysis with CMAR

With the depth and expertise of our team, we tap the skills of LHB's experienced architects and engineers familiar with this project type in our climate to vet any missed opportunities to maximize the efficiency of the up-front cost investment in the project. One of the first tasks of the Design Development phase will be to conduct an integrative value analysis exercise with the City, HNC, CMAR, and LHB's team. It is not an exercise to only reduce the cost of the project, but rather to analyze the design decisions and determine if we are providing the best value for the goals of the project. With your direction, LHB will implement approved enhancements to the design as we begin Design Development. This timing allows the design team to react, coordinate, and document the changes that may result from the observations, avoid throwing away design work, and maintain the schedule. **(1 design analysis meeting)**



Kaitlin Erpstad stopped me one morning after drop-off and asked what to do about the ice dam in the NW corner between the classrooms. Aside from a lot of maintenance effort to remove snow from the roof and clear out the corner, it is a design issue. Critical areas such as this require superior roofing and insulation details, and strong consideration of the impacts on other systems like walkways, site drainage, mechanical and electrical systems. We see a repeat of that ice dam condition in the current design of the addition right at the front door where it meets the existing building. LHB pays attention to long-term maintenance and will improve the plan to mitigate this issue. - A. Kelly



Quality Assurance

By providing the right type of staffing skills, our internal peer review process, and communication plans, LHB assures the level of design and technical quality are exemplary. This approach means we will meet the goals, standards, and program requirements set forth at the beginning of the design phase. During this process, LHB will keep an ongoing comment matrix, which documents any issues that arise, specific questions, or clarifications on the design.

This matrix includes the date of the comment and who made it, who is responsible for taking action, LHB's response, and the status of each resolution (pending, closed, more discussion). As ideas come up, we will make a note of big-ticket items in the matrix and tracked these issues for potential as bid alternates. This approach is in place of what many refer to as "VE," which usually ends up in scope reduction and, unfortunately, compromised architecture, HVAC and lighting packages, and elimination of technology, performance, and innovation. Our quality assurance will maximize the quality of your design outcomes within the budget you have available.

Design Development

Our objective in this stage is to develop a set of documents focused on engineering systems coordination and meeting the project sustainability goals previously determined by the project team. We will provide critical information for the City/HNC to review and comment on all disciplines and building systems. We will determine the size of all equipment and technical information on types of mechanical systems, electrical systems, communications, and fire protection. Lastly, we will incorporate review comments received from the City and AHJ during interim reviews.

During this stage, LHB will also request participation in the identification of bid alternates as required to represent 10% of the construction budget. Alternates ensure we're designing enough flexibility in the final

scope to align with the budget while maintaining the schedule. Along with budget controls, we will ask the City/HNC to join LHB and the CMAR in our Design Quality Review to gain a deep understanding of all scopes of work and provide review comments to LHB. With quality and budget resolved, we will update our cost estimate with the CMAR, and any adjustments to scope, quality, or budget will be incorporated as we move into the Construction Document phase.

(3 design review meetings)

Deliverables

- **Civil and Landscape Design:** Stormwater infrastructure, Underground utility layouts, Grading plan, Traffic, and pedestrian paving assemblies, Site planting and hardscape plan
- **Structural Design:** Structural foundation and framing plans, Sections and Elevations, Final structural design criteria and calculations, Foundation, column, truss, and beam Schedules and major details
- **Architectural Design:** Code Summary, Demolition Plans, Floor Plans, Building, and Wall sections, Building and interior elevations, 3D renderings, Door, Window, and Hardware schedules, Wall Types, Major details, Final exterior material selections, Color material sample boards of selected interior and exterior finishes.
- **Interior Design:** Finish plans, Special interior design features, Interior materials, finishes, and colors, Furniture, Fixture, and Equipment plans
- **Mechanical Design:** Equipment locations, sizes, and capacities, Required space for equipment, chases, and clearances, Visual, acoustical, and vibration impact control, Energy conservation measures, Equipment specifications.
- **Electrical Design:** Lighting, power, and communications systems plans and schedules, Locations, sizes, and capacities of major components.



Quality Control

The first step of our robust quality control process is an internal peer review ahead of each deliverable milestone, in this case, Design Development and Construction Documents. This review involves enlisting a team of experienced Architects and Engineers from LHB that is outside the project team to scrutinize all scopes of work within the project documents. We often find the questions they ask helps us solidify the reasoning behind the design and creates a strong justification for decisions as we move into Construction phases. This tempering gives sound logic to our design choices that may come up in the field.

LHB has a unique and engaging second step in our quality control process we call a Round-Robin Review. The review occurs at each milestone before issuing deliverables to City and consists of each discipline meeting with one another to review documents in a page-turn setting for a set amount of time. At each interval, we rotate discipline pairings and conduct a review from a different lens of coordination. It begins to look a lot like speed-dating, but we find it to be far more engaging!

One recent improvement we've made to this process is involving our clients and CMAR in the process as well. We have had nothing but positive feedback from all parties and find it is a crucial ingredient to our successful document delivery. We conclude with a verbal report back to the group from each discipline about any discoveries, so we can all understand the direction we're heading from that point forward. After the Round-Robin Review, LHB compiles all of the notes from each meeting and issues a quality control report to the team so that each discipline knows what changes are forthcoming as a result. **(2 Round Robin meetings)**

Construction Documents

Our focus in preparing Construction Documents is a final design deliverable that includes all drawing sheets, technical specifications (Divisions 01 – 48), City-provided “front-end” documents (Division 00), and calculations to obtain a building permit and procure a successful bid through the CMAR process. During this final design phase, LHB will incorporate comments from the City's Design Development review and required changes from any additional AHJ reviews as directed by the City.

Where Design Development involves intensive coordination between engineering systems and much input from the City/HNC, Construction Documents are a more introverted phase to finalize the required information to bid and construct the scope properly. We try to avoid significant changes in this phase, which is why previous stages are so intensive with due diligence, budget, and quality activities. **(3 design review meetings)**

Deliverables

- Electronic PDF and Printed hardcopy sets of all documents prepared signed, sealed, and ready for distribution to City and CMAR. Project Manual (Div 00-48) on 8-1/2-inch by 11-inch sheets, double-sided. All Construction Documents, including all plans and specifications, signed by a professional licensed in the State of Minnesota.

Bidding

LHB will assist the City and CMAR in conducting pre-bid meetings through a presentation describing the project at the Pre-Bid Meeting. We will participate in site visit with Pre-Bid Meeting attendees and respond to technical questions raised during the Pre-Bid Meeting via addenda. **(1 pre-bid meeting, 1 addendum review)**



The CMAR will be responsible as determined in their contract with the City to advertise the project, distribute bidding documents, and maintain lists of plan holders and prepare and issue Pre-Bid Meeting minutes.

LHB will further support the CMAR and City in conducting the bid process. Bid summaries and bid tabulations, issuance a final recommendation for the award of contract, Notice of Award will all be the responsibility of the CMAR as determined in their contract with the City.

Upon direction from the City, LHB will prepare a conformed set of documents, which is an updated set of Bidding Documents with all Addenda instructions inserted in the appropriate location. LHB will remove all revision clouds from addenda in the conformed set to facilitate tracking of revisions after awarding the bid.

Addenda

During the bidding period, LHB will modify the bid documents through addenda in responding to Pre-Bid Meeting questions and significant questions/comments received in writing from prospective bidders, plan-check comments, or corrections identified during bidding. The CMAR, LHB, and City will maintain logs/files of telephone calls and correspondence with plan holders during the bidding period and communicate important information to one another through the CMAR.

LHB will prepare a draft of addenda to respond to questions raised by plan holders and to incorporate revisions, changes, additions, or deletions identified by the design team, the City, or others. The City and LHB will coordinate the timing of addenda and the bid dates to allow adequate time for bidders to respond to changes.

Construction Administration

LHB will support the City during construction administration to ensure compliance with the Contract Documents. The City and LHB are required to attend all pre-construction, construction, and pre-installation meetings. LHB will provide Construction Administration and Observation services from the Owner's standpoint, monitor contractor Request for Information (RFI's) and LHB responses. The CMAR is required to issue any questions from the field during construction to LHB in the form of an RFI. LHB will provide a written response to all RFIs within five working days while maintaining files and log of all RFIs. When requested by City, LHB will communicate and coordinate specific project needs with the CMAR. Regular site visits and field observation reports at bi-weekly intervals are planned with more frequent intervals when required. **(30 OAC meetings)**

Submittal Review

As construction gets underway before specific work occurs on a scope, LHB will review contractor submittals to ensure compliance with the Contract Documents. LHB will be responsible for receiving, logging, and distributing all contractor submittals. We will provide a weekly update of the submittal log to the City's Project Manager. LHB will return review comments or approvals of all required submittals to the City's Project Manager and CMAR marked with appropriate comments, within ten calendar days of receipt. LHB will keep samples, hard copy and electronic files of all submittals during construction.

Change Orders and Field Modifications

To assist the City's Project Manager in processing documentation for change order requests and field modifications, LHB will furnish documents of such changes for the project. These documents will be used for review, coordination and cost/schedule negotiation of change orders and field modifications, and execution of agreements with the contractor.

Upon any request from the CMAR for a Change Order or need for Field Modifications, LHB will review proposed changes and determine the need for additional calculations, drawings, and specifications. We will then notify the CMAR of any other items needed and obtain the City's written direction before proceeding with a design change. LHB will evaluate additional material and communicate written opinion on a proposed amendment to the cost or schedule of the project to the City's Project Manager. Upon direction from the City, LHB will prepare reproducible originals of design changes. Design support information shall be made by a professional engineer or architect, as appropriate, registered in the State of Minnesota.

Punchlist and Project Closeout

Upon notice from the CMAR that they have reached substantial completion, LHB, the CMAR, and the City/HNC will conduct a walkthrough to determine if work is satisfactory per the Contract Documents. The CMAR will prepare an initial punch list to identify any items requiring completion for the City and LHB to review.

Building on the Contractor-identified items left to complete, LHB will prepare a supplemental list of findings in the field, and combine it into the final punch list and will provide a follow-up punch list walkthrough, if required. **(punchlist walk through, follow up walk through)**

Record Drawings

After construction is complete, LHB will prepare and deliver record drawings documenting alterations in the work that occurred during construction and which affect the Contract Documents. We will require copies of marked plans, sketches, notes, change orders, field modification records, and schedules developed during construction that depicts changes from the CMAR. We may need the assistance of the CMAR or City in the interpretation of documents provided.

In an effort to simplify this task and to capture information as it is fresh in everyone's memory, LHB will periodically update all electronic files to incorporate changes that have occurred in the Contract Documents to date since the issuance of the Bidding Documents, including RFI, ASI, PR that affect the documents. Within 60 days following receipt of construction mark-up set, LHB will prepare the Record Drawings and submit to the City's Project Manager electronic files and a hardcopy of the final, as-recorded Contract Documents.

Post-Construction Warranty Review

After occupancy, LHB will conduct an on-site review of warranty performance of the construction 11 months following the date of substantial completion. We request the City/HNC participate in the Post Construction Warranty Review with LHB. Following the walk-thru, LHB will inform the City in writing of findings during this review. **(final warranty walkthrough)**



LHB Rates

Position Description	Average Rate
Project Principal, Project / Discipline Manager	\$179
Sr. Architect / Landscape Architect / Engineer / Land Surveyor	\$161
Architect / Landscape Architect / Engineer / Land Surveyor	\$119
Certified Interior Designer	\$108
Senior Designer	\$103
Designer	\$88
Sr. Technician	\$100
Technician	\$65
Administrative	\$77

- * Amounts are subject to change for periodic compensation adjustments.
- * The information is current as of date of this document.
- * The actual rates will be based upon the individual assigned.

LHB Reimbursables

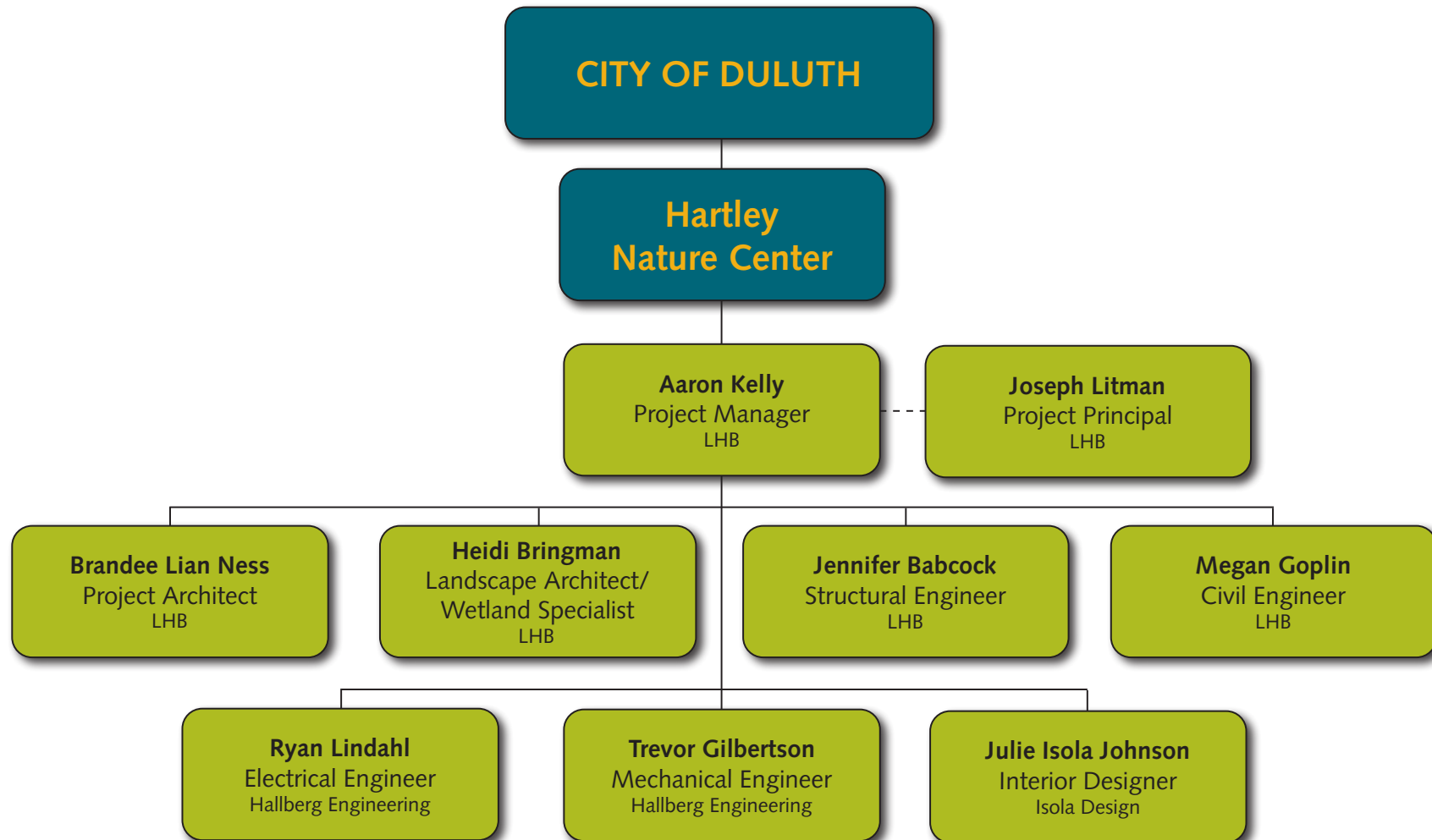
Reimbursable expenses are in addition to compensation for the Engineer/architect services and included expenses incurred by LHB employees and consultants directly related to the project. Items include, but are not limited to:

- Travel / Automobile Current IRS Rate
- Postage and Handling At Cost
- Copies and Plots At Cost
- Renderings and Models At Cost
- Excess Project Insurance (if requested) At Cost
- Global Positioning System \$150 per day
- Total Station \$60 per day
- Underground Utility Locator \$25 per day

* Reimbursable expenses are current as on the date of this document. Rates are subject to adjustment for market conditions without specific notification.



Team Organization





Joseph Litman, PE
Project Principal | LHB

Joe will serve as the project principal on this project. His design experience includes residential, commercial, and industrial buildings as well as extensive experience steel, concrete, timber precast/prestressed and post-tensioned structures. He has led the project design on projects ranging from multi-million dollar industrial structures to smaller-scale historic structure renovations.

Relevant Project Experience

- City of Duluth; Duluth, MN
 - Superior Street Reconstruction
 - DECC Parking Structure and Expansion
 - West Duluth Reservoir Design and Plans
 - DTA - Duluth Transportation Center
 - DECC Arena Site Work
 - Radisson Skywalk
 - DECC Locker Room Remodeling
 - DECC Cinema
- Ewing Cole, Vision Northland; Duluth, MN
- Kitchi Gammi Club Facade Review; Duluth, MN
- Essentia Health; Duluth, MN
 - SMDC 3rd Street Parking Ramp
 - SMDC 3rd Street Parking Ramp Replacement
 - SMDC Medical Center Addition
 - SMDC 4th Avenue East Parking
 - SMDC Nurse Wear Building Removal
- St. Louis County; Duluth, MN
 - Depot Train Shed Administrative Services and Reroof
 - Historical Site Buchanan Wayside
- Armory Arts and Music Center, Drill Hall Floor Design; Duluth, MN



Aaron Kelly,
AIA, LEED AP
Project Manager | LHB

As LHB’s Government Studio Leader, Aaron is a highly experienced architect with diverse project experience and proven leadership abilities on public projects. As your project manager, he brings strong comprehensive coordination, and client and design process management in all stages of architectural practice as the backbone of his professional reputation. Aaron has direct experience in master planning, design leadership, construction administration, project management, and team organization.

Relevant Project Experience

- Chester Bowl Improvement Club, Chester Bowl Chalet Renovation/Addition Design Concepts; Duluth, MN
- Essentia Health Regional Wellness Center; Hermantown, MN
- Giants Ridge Ski Chalet & Event Center - B3/SB2030; Biwabik, MN
- Summit School Facility Assessment and Space Needs Program; Duluth, MN
- DTA Duluth Transportation Center; Duluth, MN
- ALLETE Headquarters; Duluth; MN
- ALLETE Clean Energy Office and Plaza; Duluth, MN
- Minnesota Power; Duluth, MN
 - Downtown Headquarters Re-Roof
 - 15th Avenue West Lab Roof Replacement
- Superior Main Library Renovation; Superior, WI
- St. Louis County Joint Public Safety Building; Duluth, MN



Brandee Ness Lian,
AIA, CDT, CCCA, LEED
AP BD+C
Project Architect | LHB

Brandee has 20 years of experience helping government clients with full architectural design from programming through schematic design, construction documents, and construction administration. A licensed architect, her background includes National Guard, Air Force, Mn/DOT, and various state and local government projects. Brandee has experience with a variety of building types including operations centers, offices, educational/training facilities, gathering spaces, warehouses, and housing. She is proficient in Microsoft Project, Autodesk Revit, Adobe Photoshop, and Adobe InDesign and uses these tools to manage projects across disciplines and to convey real-time changes with clients.

Relevant Project Experience

- Chester Bowl Improvement Club, Chester Bowl Chalet Renovation/Addition Design Concepts; Duluth, MN
- United States Fish & Wildlife Service (FWS)
 - Necedah National Wildlife Refuge; Necedah, WI
 - Detroit Lakes Wetland Management District; Detroit Lakes, MN
 - Detroit River International Wildlife Refuge Gateway Visitor Center; Detroit, MI
 - DeSoto National Wildlife Refuge; Missouri Valley, IA
- Duluth International Airport/Minnesota Air National Guard Joint Fire Station; Duluth, MN
- Duluth Police Headquarters; Duluth, MN
- Minnesota Air National Guard (MnANG), Renovate Starbase Education Facility - LEED Silver Certified; Duluth and Minneapolis, MN
- St. Louis County Joint Public Safety Building; Duluth, MN



Heidi Bringman,
PLA, LEED AP BD+C,
CDT, CCA, WDCP
Landscape Architect/
Wetland Specialist | LHB

With 16 years of experience, Heidi's areas of specialization include public engagement, site master planning, and the design of trails, parks, and public spaces for a variety of communities. Her recent experience with state funding sources included leading two City project that were funded by the DNR Legacy Grant (Chambers Park Grove) and the Board of Soil & Water District (Lincoln Park). Heidi has extensive knowledge with invasive species and has a passion for site sustainability and habitat restoration with a focus on pollinator best management practices.

As a Minnesota Certified Delineator and Wetland Specialist, Heidi brings a unique perspective to projects including her attention to detail, and keen understanding of how to design for both human and natural systems.

Relevant Project Experience

- City of Duluth; Duluth, MN
 - Chambers Grove Park Flood Recovery and Improvements
 - Lincoln Park Site Restoration
 - Waabizheshikana (The Marten Trail) Master Plan (formerly Western Waterfront Trail)
 - Spirit Landing Park Planning and Design
 - Irving Park Site Improvements
 - Grand Avenue Corridor / Zoo Entrance Site Improvements
- Essentia Health Regional Wellness Center; Hermantown, MN
- United States Fish & Wildlife Service (FWS) Necedah National Wildlife Refuge; Necedah, WI
- Minneapolis Convention Center, Sustainability Masterplan & Green Infrastructure; Minneapolis, MN



Jennifer Babcock,
PE, SE
Structural Engineer | LHB

Jennifer has over 26 years of experience in structural engineering. Her responsibilities include project management, studies and cost estimates, all aspects of design including conceptual layout, detailed design, construction documents, reviews, and construction submittals, bidding, and construction administration. She designs for new and renovated structures of steel, wood, masonry, and concrete construction. Jennifer has a broad range of experience designing for schools, visitor centers, offices, maintenance facilities, snowmobile and pedestrian bridges, roadway bridges, highways, culverts, storm sewers, pump stations, and pipeline terminals.

Relevant Project Experience

- Essentia Health Regional Wellness Center; Hermantown, MN
- United States Fish & Wildlife Service (FWS) Detroit Lakes Wetland Management District New Maintenance Building; Detroit Lakes, MN
- IKONICS Morgan Park New Aerospace Facility; Duluth, MN
- Superior School District; Superior, WI
 - High School Renovation
 - Cooper Elementary
- Minnesota Air National Guard (MnANG), Renovate Starbase Education Facility - LEED Silver Certified; Duluth and Minneapolis, MN
- ALLETE Headquarters; Duluth; MN
- ALLETE Clean Energy Office and Plaza; Duluth, MN



Megan Goplin, PE
Civil Engineer | LHB

Megan brings over ten years of professional experience in site, stormwater, utility, roadway, ADA and intersection design for both public and private clients. As a licensed professional engineer in the state of Minnesota, she has extensive knowledge in national accessible building codes and is proficient in AutoCAD Civil 3D. Megan also has experience with Federal and State-Aid projects.

Relevant Project Experience

- City of Duluth; Duluth, MN
 - Chambers Grove Park Flood Recovery and Improvements
 - Superior Street Reconstruction
 - Bike Lanes
 - DWP Trail Existing Railroad Bridges Assessment
 - East 9th Street - East 8th Street Reconditioning
 - Lakewalk Extension Feasibility Study - Beacon Pointe/Ledges Neighborhood
 - Lincoln Park
 - Lowell to Lakewalk Trail Phase I
- St. Louis County
 - A.P. Cook Building; Duluth, MN
 - Bridge 488 Replacement
 - Bridge 906
 - Bridge 940
 - West Arrowhead Road and Menards Drive
 - Waseca Industrial Road Extension
- Dakota County
 - Minnesota Greenway Trail; Eagan, MN
 - CSAH 42 Turn Lane Extension and I-35W Bridge Preservation; Burnsville, MN
 - Mississippi River Regional Trail East



Ryan Lindahl,
PE, LEED AP
Electrical Engineer I
Hallberg Engineering

Ryan joined Hallberg in 2013 and has over fourteen years of experience in the electrical engineering design field. His experience as lead project engineer includes all project phases from programming and pre-design to construction administration and post-construction services. Ryan is proficient in the design of lighting, power distribution, fire alarm, telecommunications, and specialty systems for many building types including higher educational laboratory and instructional facilities, K-12 schools, residence halls, offices, library/media centers, industrial facilities, and central plant facilities. Ryan has extensive BIM experience in design projects, is a leader in the development of company BIM standards, and actively participates in design community BIM events and discussions.

Relevant Project Experience

- Gnesen Community Center (Current)
- MnDOT, Goose Creek Safety Rest Area
- Edina Park Shelter; Edina, MN
- Split Rock Lighthouse HVAC and Domestic Water Commissioning
- Wolf Ridge Environmental Learning Center, Staff Housing and West Dorm Commissioning
- City of Minneapolis, Downtown East Commons



Trevor Gilbertson,
PE, LEED AP, CEM
Mechanical Engineer I
Hallberg Engineering

As a mechanical engineer with Hallberg Engineering, Trevor has over 15 years of experience in HVAC systems design, hydronic systems design, plumbing systems design, building energy/economic performance analysis, energy modeling, and mechanical drafting. Trevor has experience with design/construction and energy/economic analysis projects in most of the 50 states within the retail, hospitality, K-12 education, higher education and government markets.

Relevant Project Experience

- Tamarack Nature Center, White Bear Township, MN (Current)
- Arden Park Shelter Warming House; Edina, MN
- Braemar Sports Dome; Edina, MN
- Edina Golf Dome; Edina, MN
- Northeast Metro 916, New K-8 School
- Pine Bend Elementary School Additions and Alterations; Inver Grove Heights, MN
- Salem Hills Elementary School Additions and Alterations; Inver Grove Heights, MN
- Stillwater Area Schools; Stillwater, MN
 - Oak Park Elementary School Addition and Remodeling
 - High School Additions/Alterations
- University Avenue Elementary School Addition & Remodeling; St. Paul, MN
- Washington Technology Magnet Middle School Remodel; St. Paul, MN



Jill Isola Johnson,
CID, IIDA, LEED AP
Interior Designer I
Isola Design

As Principal of Isola Design, Jill designs environments to support creativity, productivity, and collaboration. She brings 27 years of experience teaming with architects and engineers on a variety of project types including higher education, corporate work environments, retail and hospitality along with an extensive background in sustainable design including several LEED® Certified buildings and buildings using MN B3 Guidelines.

Relevant Project Experience

- University of Minnesota, Duluth, Residence Hall Interior Design and FF&E Specifications; Duluth, MN
- Whole Foods Co-op, Hillside and Denfeld Retail Rebranding, Remodel and New Location Interior Design and FF&E Specifications; Duluth, MN
- University of Minnesota, Morris, Green Prairie Living and Learning Community Interior Design and FF&E Specifications; Morris, MN
- Wheeler Associates, Medical Arts Building New Office Interior Design; Duluth, MN
- St. Louis County, Extension Office Interior Design and FF&E Specifications; Duluth, MN
- United States Fish & Wildlife Service (FWS), Detroit River International Wildlife Refuge Visitor Center; Detroit, MI

EXHIBIT A - PROPOSAL COVER SHEET
 CITY OF DULUTH
 RFP #20-99072

Bidder Information:	
Bidder Name	LHB, Inc.
Mailing Address	21 West Superior Street, Suite 500 Duluth, MN 55802
Contact Person	Aaron Kelly
Contact Person's Phone Number	218.279.2404
Contact Person's Email Address	Aaron.Kelly@LHBcorp.com
Federal ID Number	410904334
Authorized Signature	
Title	Project Principal / Chief Operating Officer



Addendum 1

20-99072 RFP for Professional Design Svcs for Hartley Nature Center Building Addn – Ph 2 **20-99073 RFP for Construction Mgr at Risk Svcs for Hartley Nature Center Bldg Addn – Ph 2**

This addendum serves to notify all bidders of the following changes to the solicitation documents:

The City of Duluth and Hartley Nature Center (HNC) held a pre-proposal conference for BOTH of the RFPs identified above at 10:00 am on January 9, 2020 at the HNC building. Questions asked at the meeting and answers provided during are listed below, as well as additional information for interested bidders.

QUESTIONS ASKED AT THE MEETING

1. Is the pre-design plan what is being developed into final design? *Yes. The pre-design was required and has been approved as part of the grant application process and will be developed into a final design.*
2. Is there a cost estimate associated with the pre-design? *The estimated total project cost is \$2.85 million; we're trying to get it down to \$2.75 million.*
3. Would the current drawings for the addition, and the plans for the existing building be released? *Yes. The city owns all the drawings and plans and they would be released to the awarded proposers.*
4. What site information is available? *Topography and site surveys have already been done, along with wetland delineation. The topographical survey is attached. Soil borings will need to be conducted at the start of the design development process. Designer will need to get wetland impact permits.*
5. Will the material need to be FSC-rated material or comply with B3 language? *The City and HNC assume proposer would use best practices, and would like the project to be as energy efficient and sustainable as possible while remaining in budget and using simple solutions, as opposed to those that are highly technical.*
6. Do you plan to expand on the solar panel and/or ground source heat pump systems? *There is no plan to expand either of those systems during this project, but we want to allow for future add ons.*
7. Will HNC or the City be procuring technology, A/V, furniture, fixtures, equipment separately? *No. A/V, technology and FFE are included in this project budget.*
8. Should proposers plan for exhibits? *The updated exhibit hall will be designed and built under separate contract(s). The awarded architectural and construction management firms will need to coordinate with the exhibit hall firm(s).*
9. Will there be a need to gather public input for this project? *Extensive community engagement has already been done. There will likely be a press release announcing construction and another at completion.*
10. Is the Exhibit A – Cover Sheet counted as one of the 24 pages? *No. In addition, any addenda which*

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must be included as the form of acknowledgement are not included in the page count.

11. Will the same construction style of using trusses with structural wood deck be required? *It is up to the designer to determine the best design to meet the needs of the City and HNC.*
12. Will signage be included? *Signage in the park will be procured separately. There is also a garage that will be built as a future project. This project will include pouring the pad for the garage. Any signage needs inside or on the exterior of the building are included.*

ADDITIONAL QUESTIONS RECEIVED AFTER THE MEETING

13. Is the city open to refinement to improve the proposed addition building plans? Is the program, square footage, plan layout, and exterior façade as shown in the RFP intended to stay precisely as is? *Yes, we are open to plan refinements -- and expect them -- as it is imperative we stay within our budget.*
14. Can you share the geotechnical information for the site? What is the foundation system of the existing building and any known soil conditions? *We do not have geotechnical information or soil conditions. General soil conditions may be found at <http://weboilsurvey.sc.egov.usda.gov/>. Pages from the 2002 Hartley Nature Center Bid are attached to provide some information on the foundation system of the existing building.*
15. What is scope of the renovation of the existing building? *That depends on funds available, but there are deferred maintenance items that we would like to address if there is room in the project budget. The exhibit hall will be renovated, but that is a separate project.*
16. There was a comment at the walk through regarding a sidewalk connection from the nature center to the bus stop on Woodland Ave. Is the work within the scope of this project? *Yes, this is part of the scope of work to be designed as is the additional parking area proposed north of the building.*
17. Typically the city requires the civil engineer to inspect full time during water and sewer construction. Will the civil engineer need to provide this service for this project? Is this the case with water, sanitary, and storm BMPs on this project? *Yes, a full-time inspector is required for the civil work along the road, inclusive of the sidewalk connection, because the road and utilities are a public works asset. For the civil portions outside of the access road, such as the parking lot, they do not need to provide this service.*
18. Is there a utility survey at Woodland Ave that will be available to the design team? *See the attached topographical survey.*
19. Would geotech information be by the city? *The design firm will be responsible for writing up the scope needed for testing. The City would then contract directly with a third party for testing.*
20. Is the wetland survey by the city? *A wetland survey has already been completed. We will need permitting services beyond the initial wetland delineation survey.*
21. The RFP references targeted businesses (1-8. Small Diverse Business Information) as 'encouraged', how much is this taken into the point grading as a factor? *There is no point preference given specifically for using targeted businesses. All other things being equal, this would be taken into consideration as a determining factor.*

ADDITIONAL INFORMATION FOR PROPOSERS

22. *Soil & Water Conservation will be redoing the stream behind the building. It should not impact the construction. Hartley Nature Center will be constructing a garage as a separate project, but HNC will work around the building addition schedule. This project will be setting up a pad for the garage, but will not construct the garage.*
23. *Construction will require coordination with HNC to work around their class schedule.*

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24. *The existing stormwater system which appears to be a cattail area, will need to be cleaned out, and have a capacity study performed to ensure it meets stormwater goals.*
25. *A parking lot will be added behind the building, which will require the relocation of electrical service, Qwest service and an outbuilding.*
26. *A stormwater problem causing a freezing culvert in the existing parking lot will need to be corrected.*
27. *The Construction Manager at Risk (CMAR) will be required to execute a Project Labor Agreement and Community Benefits Best Efforts Plan. City standard forms and information are available at <https://www.duluthmn.gov/purchasing/forms/>.*
28. *The construction budget (including construction cost and CMAR fee) for this project is \$1,952,100.00 and includes the HNC building, road, drop-off, sidewalk, parking lot and garage slab. The project does not include park signage, the garage building, renovation of the exhibit hall or exhibits.*
29. *The successful Construction Manager at Risk will be issued an amendment to the contract with a lump sum, not to exceed Gross Maximum Price based on the proposed fee percentage and negotiation. Final not-to-exceed amount for reimbursables will be included in the negotiation of the Gross Maximum Price. The contract issued CANNOT be a cost-plus-percentage contract.*
30. *The draft Construction Manager at Risk contract is now attached as Exhibit C.*

ATTACHMENTS:

Topographical survey
Pages from 2002 Hartley Nature Center Bid
Draft Construction Manager at Risk Contract

Please acknowledge receipt of this Addendum by including a copy of it with your proposal.

Posted: **January 17, 2020**






HARTLEY NATURE CENTER



PERFORMANCE
DRIVEN DESIGN.

Contract No. L 30339

**EXHIBIT A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 20-99072**

Bidder Information:	
Bidder Name	LHB, Inc.
Mailing Address	21 West Superior Street, Suite 500
Contact Person	Aaron Kelly
Contact Person's Phone Number	218-279-2247
Contact Person's E-Mail Address	aaron.kelly@lhbcorp.com
Federal ID Number	410904334
Authorized Signature	
Title	Government Studio Leader

Not-To-Exceed Lump Sum Cost

Phase	Estimated Hours	Total Cost for Phase
Schematic Design Revisions*	80	\$9,476
Design Development	424	\$43,146
Construction Documents	498	53,006
Bidding	46	4,033
Permitting	62	6,815
Construction Administration	314	31,832
Closeout	34	3,350
Total	1,458	\$151,658
Estimated Reimbursables (in addition to the total above)		
		\$1,500
Sub-Consultant Costs (included in the total above)		
Hallberg Engineering		\$56,160
Isola Design		\$16,250

