

WAYZATA CITY COUNCIL MEETING AGENDA
 Wayzata City Hall Community Room, 600 Rice Street
 Tuesday, April 12, 2016

WORKSHOP TOPICS FOR DISCUSSION:

1. Discuss Lake Effect Resolution (5:45 PM)

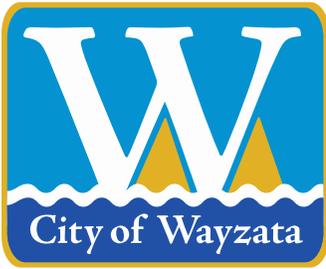
7:00 PM - CITY COUNCIL SPECIAL MEETING

ITEM	DESCRIPTION	PRESENTER	JM	AM	KW	BA	ST	VOTE	PAGE #
1	Roll Call								
2	Approve Agenda								
3	New Business								
a.	Consider & Approve Pre-Design Contract for Phase II Design of Mill Street Parking Ramp	Reeder							2
b.	Consider Approval of City Manager Contract	Reeder							80
4	Adjournment								

Upcoming Meetings:

City Council - April 19 & May 3, 2016

Planning Commission - April 18 & May 2, 2016



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

**Interim City
Manager:**
Doug Reeder

DATE: April 12, 2016
TO: Mayor Willcox and Councilmembers
FROM: Doug Reeder, Interim City Manager
SUBJECT: Mill Street Ramp Architect Contract

Attached is the contract between the City of Wayzata and Hammel, Green and Abrahamson, Inc. to design a parking ramp on the Mill Street site. HGA has completed the Pre-Design contract for the Mill Street ramp and the final report of that process is included with this agenda.

This contract is a standard AIA contract to design the parking ramp, prepare construction documents, handle the bidding process and oversee the construction of the ramp and has been reviewed by City Planner and Interim City Manager. The City Attorney's office has also reviewed this contract and there are a number of legal details they are raising and which time has not permitted staff to deal with before this meeting and therefore the contract is not ready for adoption at this meeting.

Here are the main points of the design contract.

1. Hammel, Green and Abrahamson (HGA) will design a parking structure for approximately 394 vehicles on the Wayzata HRA owned site at the intersection of Broadway Avenue and Mill Street.
2. The anticipated start of construction is in October of 2016 with a substantial completion in April of 2017.
3. The Architect will prepare concept drawings for 3 roof options.
4. The city will select a roof option or direct no roof.
5. The city will approve one cladding option for the exterior design.
6. The architect will handle all aspects of the bidding process.
7. The City Council will award the bid for the construction of the ramp.
8. The cost of the Architects work will be between \$560,375 and \$675,125 depending on the option selected for the roof or no roof.
9. Each part of the contract has been assigned a percent cost of the total cost so that if the contract for example does not go into the construction management phase, the city will pay for only the phases completed.

The City Council is requested to:

1. Review the and approve the final report the Pre Design contract to make sure that there is

agreement on the outcome of that report.

2. Review the content of the proposed Design Contract and give staff direction on changes which need to be made before the contract is brought back for approval at the next meeting of the City Council.

DRAFT AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 28th » day of « March » in the year « Two Thousand Sixteen »
(In words, indicate day, month and year.)

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

« CITY OF WAYZATA, MINNESOTA »« »
« 600 Rice Street East »
« Wayzata, Minnesota 55391 »
« »

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

« HAMMEL, GREEN AND ABRAHAMSON, INC. »« »
« 420 North 5th Street, Suite 100 »
« Minneapolis, Minnesota 55401 »
« »

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

« The construction of a parking structure for approximately 394 vehicles on a City owned parcel northeast of the intersection of Broadway Avenue and Mill Street. The Project consists of the following features: a surface parking lot on Mill Street (approximately 32,700 SF) for 81 cars; covered, on-grade parking below the structured parking level (approximately 49,000 SF) for 158 cars; and two to three non-enclosed, unconditioned stair elements; and a roof constructed over one bay of the above-grade, structured parking level (approximately 25,000 SF) that can accommodate a green roof or photo voltaic roof panels or a trellis roof element. »
« »
« HGA Commission Number 3874-002-00. »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

« [Exhibit A and information prepared by the Architect during the Pre-Design Phase contracted for under a separate agreement dated January 7, 2016.](#) »

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

- .1 Commencement of construction date:

« [October 2016](#) »

- .2 Substantial Completion date:

« [April 2017](#) »

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components. The Architect will also prepare concept drawings for the following three (3) roof options: green roof; photovoltaic panels; and a trellis roof element.

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain ~~other~~ additional environmentally responsible design services under Article 4.

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

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval and direction on preferred roof option and exterior cladding design. One (1) roof option and one (1) cladding option will be developed in the Design Development Phase.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents and direction on roof and exterior cladding options, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical

construction details, and diagrammatic layouts of ~~building~~ systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

§ 3.5.3.2 If requested by the Owner, the ~~The~~ Architect shall assist the Owner in obtaining proposals by

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

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

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

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, not for substitution for or deviation from the requirements of the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 ~~If~~ In accordance with standard industry practice, the Contract Documents ~~specifically may~~ require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment. Contractor-provided design may include, without limitation, the design of component, specialty or proprietary systems (e.g., exterior metal studs, curtain wall, seismic restraints for non-structural components, etc.). To the extent such Contractor-provided designs are required, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
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§ 4.1.1	Programming	Provided in Pre-Design Phase	
§ 4.1.2	Multiple preliminary designs	Provided in Pre-Design Phase	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Owner	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Provided in Pre-Design Phase	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Architect	See Section 4.2.1
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	
§ 4.1.12	On-site project representation	Owner	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Architect	See Section 4.2.2
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner’s consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	
§ 4.1.28	Audio-Visual Design	Not Provided	
§ 4.1.29	Multiple Bid Packages	Not Provided	
§ 4.1.30	Minnesota B3 Certification	Not Provided	
§ 4.1.31	Photovoltaic Panel Design	Not Provided	
§ 4.1.32	Acoustic Evaluation and/or Design	Not Provided	
§ 4.1.33	Roof Alternate	Architect	See Section 4.2.3

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

- « .1 Landscape Design. Landscape architecture is limited to landscape design within the City property limits to meet the Design Standards for Parking Lots and Parking Structures, included in Section 9 of the City of Wayzata Zoning Ordinance, last amended September 24, 2013.
- .2 Record Drawings. The Architect shall prepare a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- .3 Roof Alternate. The Architect will provide documentation for construction of the roof of the parking structure as an Alternate in the Construction Documents. This is the only Alternate which will be provided as a basic service. »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors or necessary third parties;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner, with the exception of the Roof Alternate described in Section 4.2.3;
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~ Intentionally Omitted
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Providing the services of special inspectors.
- .13 Modifications to Documents to incorporate provisions for a roof structure designed by others.
- .14 Modifications to Documents to incorporate provisions for a future roof expansion if the roof structure is eliminated in its entirety from Architect's Scope of Basic Services at the completion of Schematic Design Phase.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect ~~shall~~ may provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services, and the Architect shall not be required to continue such services:

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

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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

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

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

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

§ 5.13 The Owner shall be responsible for all permits necessary for the operation and maintenance of the completed Project.

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- 4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- 5 implement any other mutually acceptable alternative.

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such

rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[] Arbitration pursuant to Section 8.3 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project or a part thereof, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven-30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven-30 days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect and shall equal five percent (5%) of the total Basic Services fee as described in Section 11.1.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

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

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

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, including, but not limited to, asbestos, polychlorinated biphenyl (PCB), mycotoxins and bacterial substances.

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

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

ARTICLE 11 COMPENSATION

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

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

« Compensation shall be on a Stipulated Sum basis in the amount of \$675,125 plus Reimbursable Expenses. If the roof structure is eliminated in its entirety from Architect's Scope of Basic Services at the completion of Schematic Design Phase, the Stipulated Sum will be reduced by \$114,750. »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Included in Section 11.1. »

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

« As mutually agreed upon. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « twenty » percent (« 20 » %), or as otherwise stated below:

« »

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

Schematic Design Phase	« <u>Fifteen</u> »	percent (« <u>15</u> »	%)
Design Development Phase	« <u>Twenty</u> »	percent (« <u>20</u> »	%)
Construction Documents Phase	« <u>Forty</u> »	percent (« <u>40</u> »	%)
Bidding or Negotiation Phase	« <u>Five</u> »	percent (« <u>5</u> »	%)
Construction Phase	« <u>Twenty</u> »	percent (« <u>20</u> »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « five » percent (« 5 » %) of the expenses incurred.

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

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

«Included in Termination Expense of Section 9.7. »

§ 11.10 PAYMENTS TO THE ARCHITECT

~~§ 11.10.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«1 percent (1 » %) «per month. Objections to invoices not made in writing within 30 days of invoice date are deemed waived. »

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation for any claimed damage or expense or to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

«§12.1 All notices, requests, demands, and other communications required herein to be in writing shall be deemed to have been duly delivered after being delivered or mailed by first class to the other party at the address specified on page 1.

§12.2 The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or right on any future occasion.

§12.3 Invoices shall be mailed to the Owner no later than the _____ day of each month. »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~

« »

3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

« [Exhibit A – AIA Document B101-2007 – Initial Information](#) »

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

OWNER

[CITY OF WAYZATA, MINNESOTA](#)

ARCHITECT

[HAMMEL, GREEN AND ABRAHAMSON, INC.](#)

(Signature)

« [Ken Wilcox](#) »

« [Mayor](#) »

(Printed name and title)

(Signature)

« [Mia Blanchett](#) »

« [Vice President](#) »

(Printed name and title)

OWNER

[CITY OF WAYZATA, MINNESOTA](#)

(Signature)

« [Doug Reeder](#) »

« [Interim City Manager](#) »

(Printed name and title)



DRAFT AIA® Document B101™ - 2007

Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

« [The construction of a parking structure for approximately 394 vehicles on a City owned parcel northeast of the intersection of Broadway Avenue and Mill Street. The Project consists of the following features: a surface parking lot on Mill Street \(approximately 32,700 SF\) for 81 cars; covered, on-grade parking below the structured parking level \(approximately 49,000 SF\) for 158 cars; and two to three non-enclosed, unconditioned stair elements; and a roof constructed over one bay of the above-grade, structured parking level \(approximately 25,000 SF\) that can accommodate a green roof or photo voltaic roof panels or a trellis roof element.](#) »
« [HGA Commission Number 3874-002-00.](#) »

THE OWNER:
(Name, legal status and address)

« [CITY OF WAYZATA, MINNESOTA](#) » « »
« [600 Rice Street East](#)
[Wayzata, Minnesota 55391](#) »

THE ARCHITECT:
(Name, legal status and address)

« [HAMMEL, GREEN AND ABRAHAMSON, INC.](#) » « »
« [420 North 5th Street, Suite 100](#)
[Minneapolis, Minnesota 55401](#) »

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as “not applicable,” “unknown at time of execution” or “to be determined later by mutual agreement.”)

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner’s program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

« [Parking for approximately 394 vehicles.](#) »

§ A.1.2 The Project’s physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« »

§ A.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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« [The approximate total construction budget is \\$9.1m, including \\$7.3m budgeted for the parking lot and structure and \\$1.8m budgeted for the roof element.](#) »

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

« [Construction is planned to occur October 2016 through April 2017.](#) »

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

« [Competitive Bid](#) »

§ A.1.6 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

« [None](#) »

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

« [Jeff Thomson](#) »
« [CITY OF WAYZATA, MINNESOTA](#) »
« [600 Rice Street East](#)
[Wayzata, Minnesota 55391](#) »
« [Telephone: \(952\) 404-5312](#) »
« [E-Mail: \[jthomson@wayzata.org\]\(mailto:jthomson@wayzata.org\)](#) »

« [Mike Kelly](#)
[CITY OF WAYZATA, MINNESOTA](#)
[600 Rice Street East](#)
[Wayzata, Minnesota 55391](#)
[Telephone: \(952\) 404 - 5316](#)
[E-Mail: \[mike@wayzata.org\]\(mailto:mike@wayzata.org\)](#) »

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

« [None](#) »

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

« [None](#) »

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

« [Mia Blanchett](#) »
« [Vice President](#) »
« [HAMMEL, GREEN AND ABRAHAMSON, INC.](#) »
« [420 North 5th Street, Suite 100](#)
[Minneapolis, Minnesota 55401](#) »
« [Telephone: \(612\) 758-4413](#) »
« [E-Mail: \[MBlanchett@hga.com\]\(mailto:MBlanchett@hga.com\)](#) »

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

- .1 Structural Engineer and Parking Consultant

« WALKER PARKING CONSULTANTS/ENGINEERS, INC. »« »
« 1660 South Highway 100, Suite 545 »
« Minneapolis, Minnesota 55416 »
« »
« »

- .2 Mechanical Engineer

« HAMMEL, GREEN AND ABRAHAMSON, INC. »« »
« »
« »
« »
« »

- .3 Electrical Engineer

« HAMMEL, GREEN AND ABRAHAMSON, INC. »« »
« »
« »
« »
« »

§ A.2.5.2 Consultants retained under Additional Services:

« None »

§ A.2.6 Other Initial Information on which the Agreement is based:

(Provide other Initial Information.)

« None »



WALKER
PARKING CONSULTANTS

CITY OF WAYZATA

MILL STREET PARKING STRUCTURE

Predesign Summary Report - April 2016

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Executive Summary

1. EXECUTIVE SUMMARY

1.1. Predesign Study Introduction



The City of Wayzata, Minnesota commissioned this Predesign study to evaluate options to add parking capacity in downtown Wayzata through the addition of a parking structure on a city owned surface parking lot along Mill Street. Building upon previous studies completed by the city, this Predesign effort was undertaken to pursue a solution that provides the desired increase in parking capacity in a manner that is sensitive to the context of downtown Wayzata and the broader community.

The current surface parking lot on the site accommodates 182 cars. To help manage peak season parking demands as well as meet the everyday needs of local restaurants and businesses, the city would like to increase the parking capacity on site to approximately 400 cars. Mill Street will remain similar to its current state with two way traffic allowing access to local businesses as well as providing on street convenience parking.

Through a series of design workshops between the Steering Committee and the Design Consultant Team, and with input from the community, a preferred design option for the Mill Street Parking Structure was reached to meet the project goals.

Project Stakeholders

City of Wayzata

Bridget Anderson – Wayzata City Council

Jack Amdal – Steering Committee Member

Mike Kelly – City Engineer

Johanna McCarthy – Wayzata City Council

Chris Morrison – Steering Committee Member

Andrew Mullin – Wayzata City Council

Doug Reeder – Interim City Manager

Jeff Thomson – Director of Planning and Building

Steve Tyacke – Wayzata City Council

Ken Willcox – Mayor of Wayzata

Design Consultant Team

Victor Pechaty, AIA – HGA Design Principal

Mia Blanchett, AIA – HGA Principal

Jonah Ritter, AIA – HGA Architect

Terry Hakkola – Walker Parking Consultants

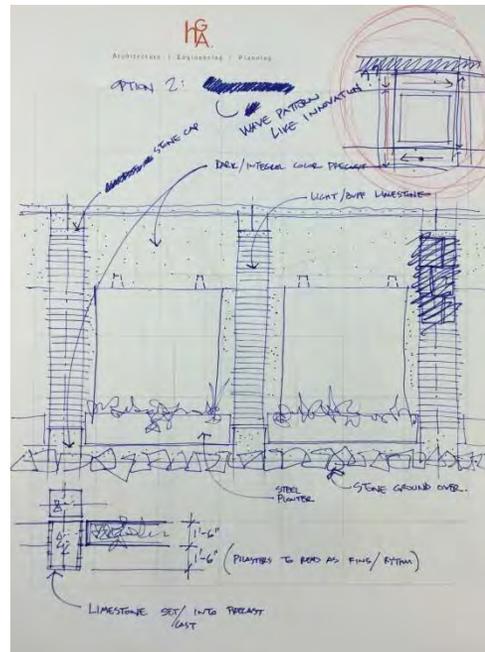
Scott Froemming – Walker Parking Consultants

1.2 Project Stakeholders and Design Team

The Predesign process was informed and guided by a diverse group of stakeholders representing multiple areas of expertise within the city. Each individual involved graciously provided their time and expertise to ensure the completion of a comprehensive Predesign that best meets the goals of the project. The Design Consultant Team received guidance and direction from a Steering Committee composed of representatives from the City Council and the local community. Design progress meetings were open to the public, and public input on the design options was sought through an open design workshop.

The design team includes design professionals from HGA Architects, Engineers, and Planners and Walker Parking Consultants. HGA provided building programming, site analysis, site fit planning and construction cost estimating. Walker Parking provided parking configuration and expertise and structural engineering.

Process



1.3 Predesign Process

Through a series of design workshops, the Steering Committee and the Design Consultant Team developed multiple design options for the Mill Street Parking Structure. Primary considerations throughout the process were sensitivity to context, parking capacity, and the project budget. With input from the Steering Committee, the City of Wayzata, members of the community and technical expertise, the design options were honed to a preferred design direction for the project.

Initially conceived as a three level structure with two levels of structured parking above grade (grade plus 2), after careful consideration and multiple design studies, a two level solution (grade plus 1) was reached that best achieves a balance between the project budget, desired parking capacity and a respect for the surrounding community. Consensus was reached among the Steering Committee and the Design Team that the grade plus 1 solution provided the best path forward for the project.

Input from geotechnical, structural and civil engineers was incorporated into the Predesign process to provide a design direction that is appropriate to the site, technically sound and on budget.

Through the Predesign process, a general design direction was set for cladding the exterior of the structure, and options for a roof structure were examined and discussed. As the project moves into the next phase of development, these will be examined in greater detail before a final selection is made.

Parking Metrics

Total Existing Capacity	Total New Capacity	Additional New Spaces
-------------------------	--------------------	-----------------------

Option 1: Grade Plus Two	182	448	266	Mill Street: Single loaded 34 stalls Level 1: 133 stalls Level 2: 161 stalls Level 3: 120 stalls
Option 2.1: Grade Plus One, Angled	182	394	212	Mill Street: Double loaded 81 stalls Level 1: 155 stalls Level 2: 158 stalls

Project Budget

2 Project Budget

Throughout the Predesign process cost estimates were provided by HGA to check the design solutions offered against the available project budget. While these estimates are preliminary in nature they provide a guideline for the scope of the project and help shape decisions made in the process.

The table below reflects the estimate at the conclusion of the Predesign process, showing the total estimated project cost for a grade plus 1 structure on the site. Shown in orange below the base cost are the costs associated with the options for the roof over the parking structure. These numbers are an addition to the base cost of the structure.

Parking Metrics

Total Existing Capacity	Total New Capacity	Additional New Spaces
-------------------------	--------------------	-----------------------

Option 2.1: Grade Plus One, Angled	182	394	212	Mill Street: Double loaded 81 stalls Level 1: 155 stalls Level 2: 158 stalls
---	-----	-----	-----	--

Green Roof Option
Fabric Weave Option
Fabric Sails Option
Solar Trellis Option

Cost Metrics

Construction Cost	Soft Costs (+12%)	Total Project Cost
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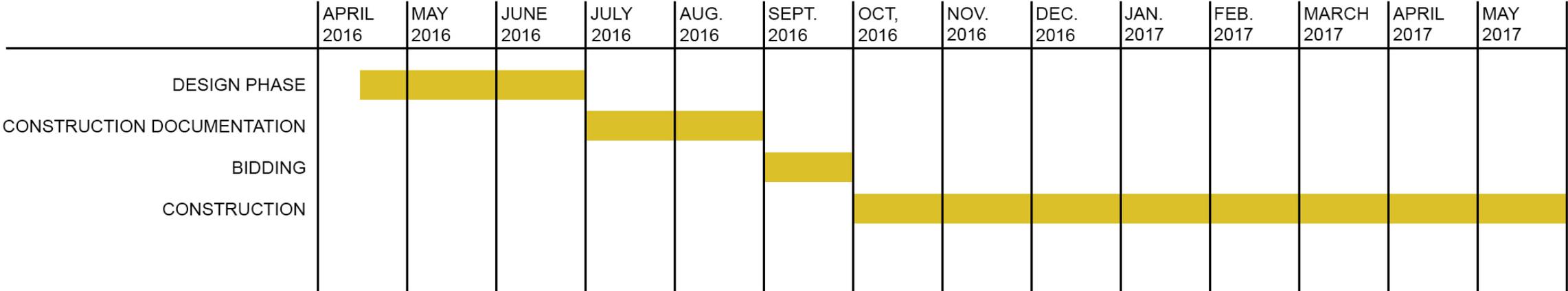
\$7,265,751	\$871,890	\$8,137,641
		\$1,837,770
		\$1,509,008
		\$1,346,532
		\$4,703,851

Project Schedule

3 Project Schedule

Moving forward from the Predesign into the design process we propose the following schedule to enable an opening date for the Mill Street Parking Structure in May 2017.

- Design Phase Mid April 2016 – June 2016
- Construction Documentation July 2016 – August 2016
- Bidding September 2016
- Construction October 2016 – May 2017



Next Steps

4 Next Steps

While the major design direction for the Mill Street Parking Structure has been set through the Predesign process, there are a number of decisions yet to be made. As the project moves into its next phase some of these issues include:

- Exploration of roof options
 - Green Roof
 - Stretched fabric
 - Photovoltaic trellis

- Exploration of exterior cladding options
 - Brick
 - Stone
 - Terra Cotta Panels
 - Perforated Metal Panel

Throughout the next steps of the process the project cost estimate will be revisited to ensure the design solutions offered are tracking with the available project budget. This will happen at key decision points in the process to allow the design committee to make fully informed decisions on how to proceed with the design.

Preferred Design Direction

Preferred Design Direction

5 Preferred Design Direction

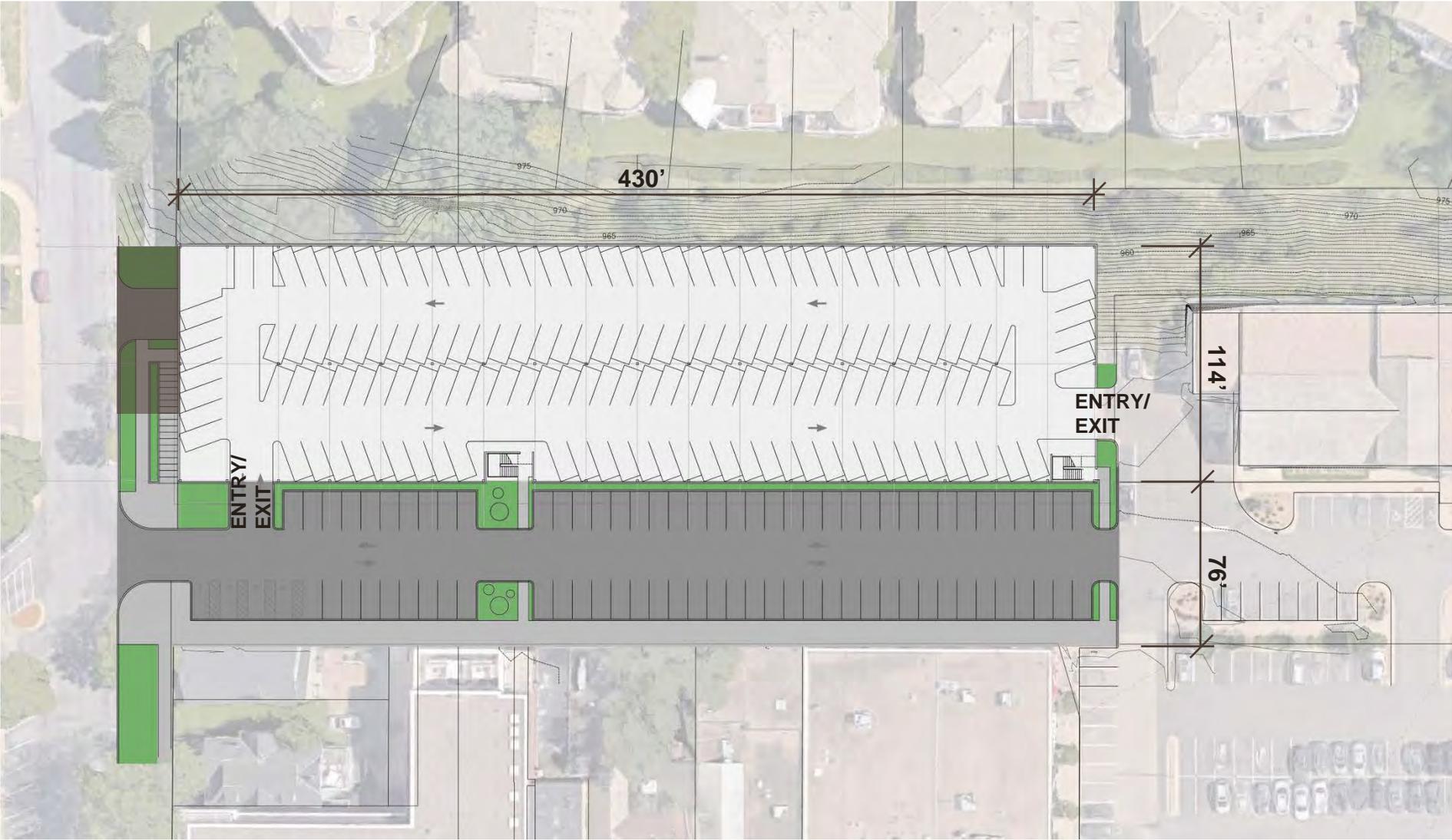
Consensus was reached among the Steering Committee and the Design Consultant Team on a preferred design direction for the Mill Street Parking Structure. The preferred design direction is depicted on the following pages of this report.

The preferred design direction for the Mill Street Parking Structure is a grade plus 1 parking structure consisting of two flat trays of parking. The trays operate independently, each with its own entry and exit. Utilizing the sloping grade of the site each level of parking can be entered from grade, the lower level off of Mill Street and the upper level off Broadway Avenue.

A number of options were considered for the exterior cladding of the structure, with the goal of integrating the new structure into the context of downtown Wayzata. The relationship to surrounding structures as well as the design guidelines for the City of Wayzata were considered in developing these options. As the project moves into the next phase of design these options will be refined and developed.

A roof for the structure is being explored to provide a visual screen for the ramp as well as protect pedestrians and vehicles from the elements. Options for the roof include stretched fabric, a green roof or a solar trellis generating power for the structure and community.

Preferred Design Direction



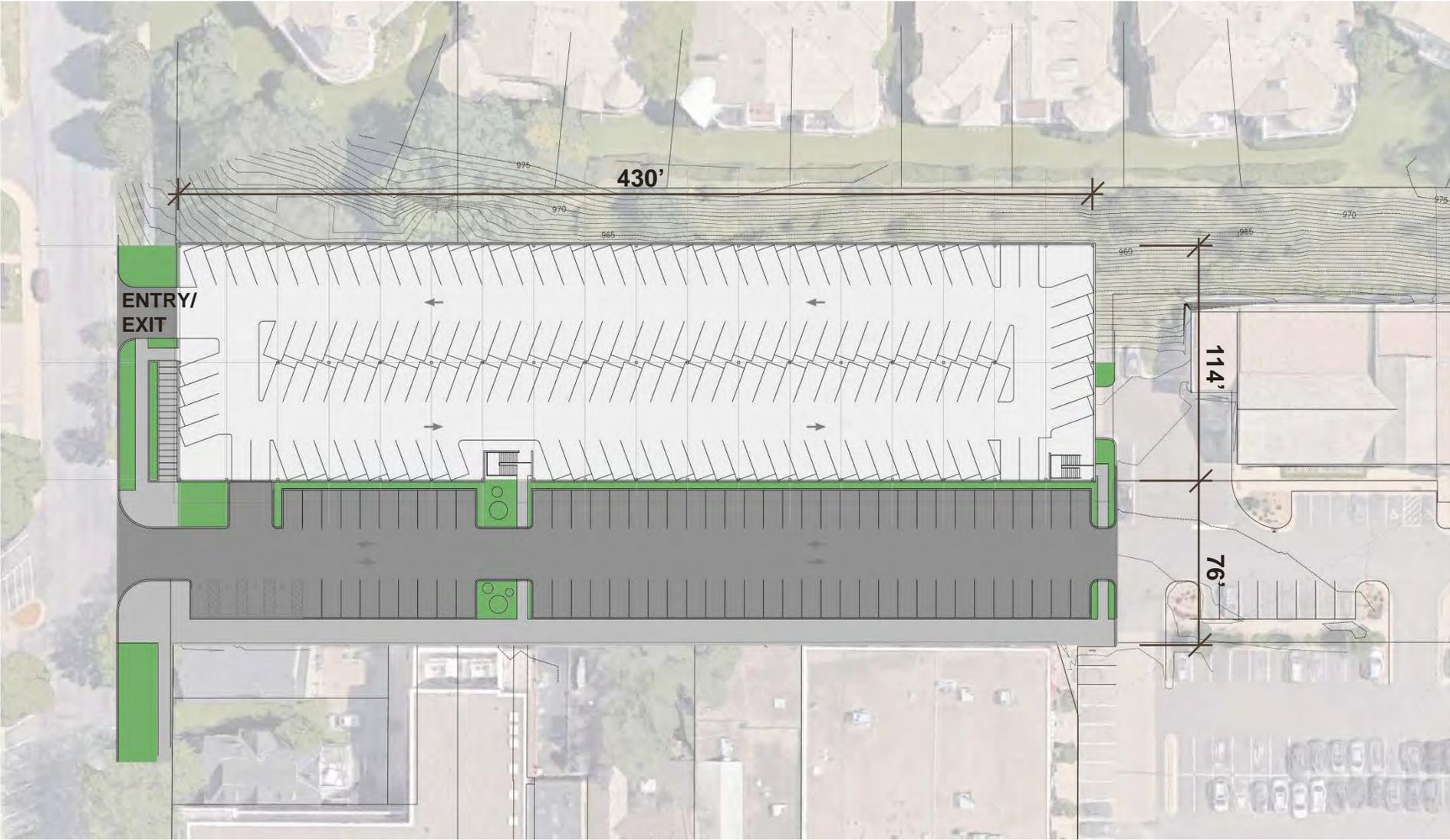
Parking Totals

Level 1 = 155 cars
Mill Street = 81
Level 2 = 158 cars

Total = 394 cars

Level 1 Plan

Preferred Design Direction



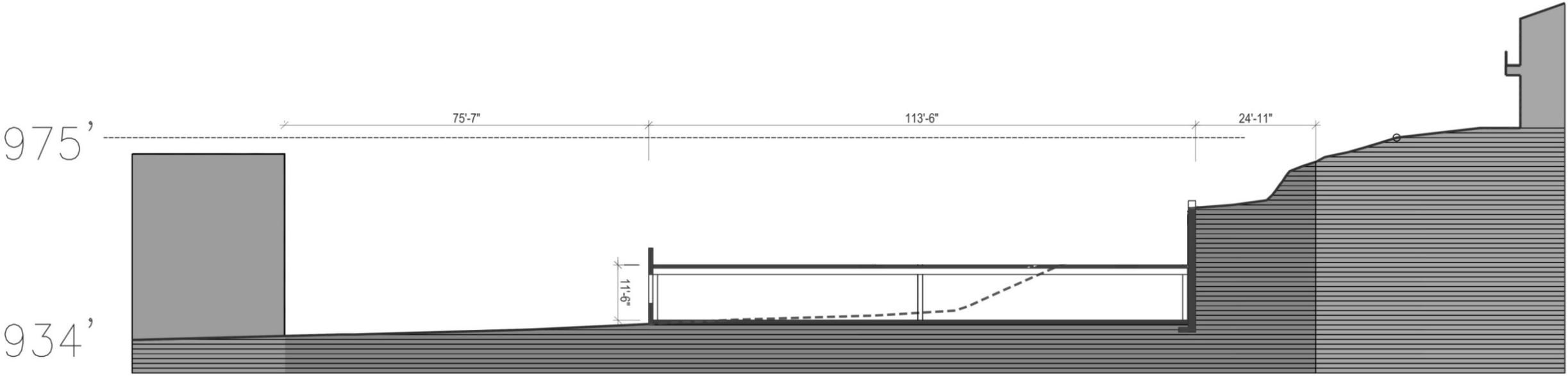
Parking Totals

Level 1 = 155 cars
Mill Street = 81
Level 2 = 158 cars

Total = 394 cars

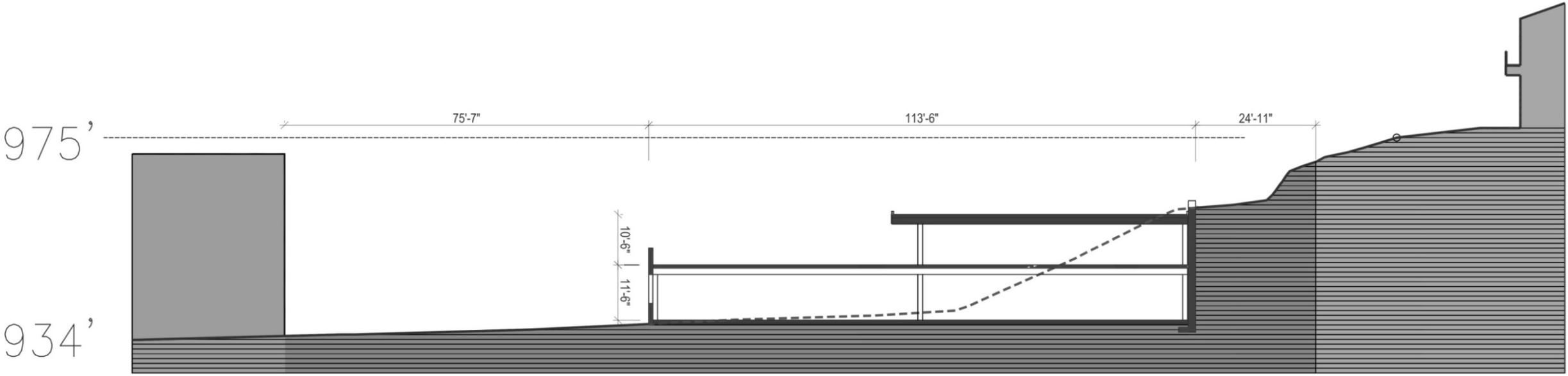
Level 2 Plan

Preferred Design Direction



Section Diagram – No Roof

Preferred Design Direction



Section Diagram – w/ Roof

Roof Concepts

5 Preferred Design Direction

Capping the Mill Street Parking Structure with a roof has been explored to provide a visual screen for the structure and to protect pedestrians and vehicles in the structure from the elements. Some of the options considered also offer additional benefits such as helping to manage storm water runoff on site through a green roof, or generating power on site through the use of a photovoltaic array.

Options being considered for the roof include

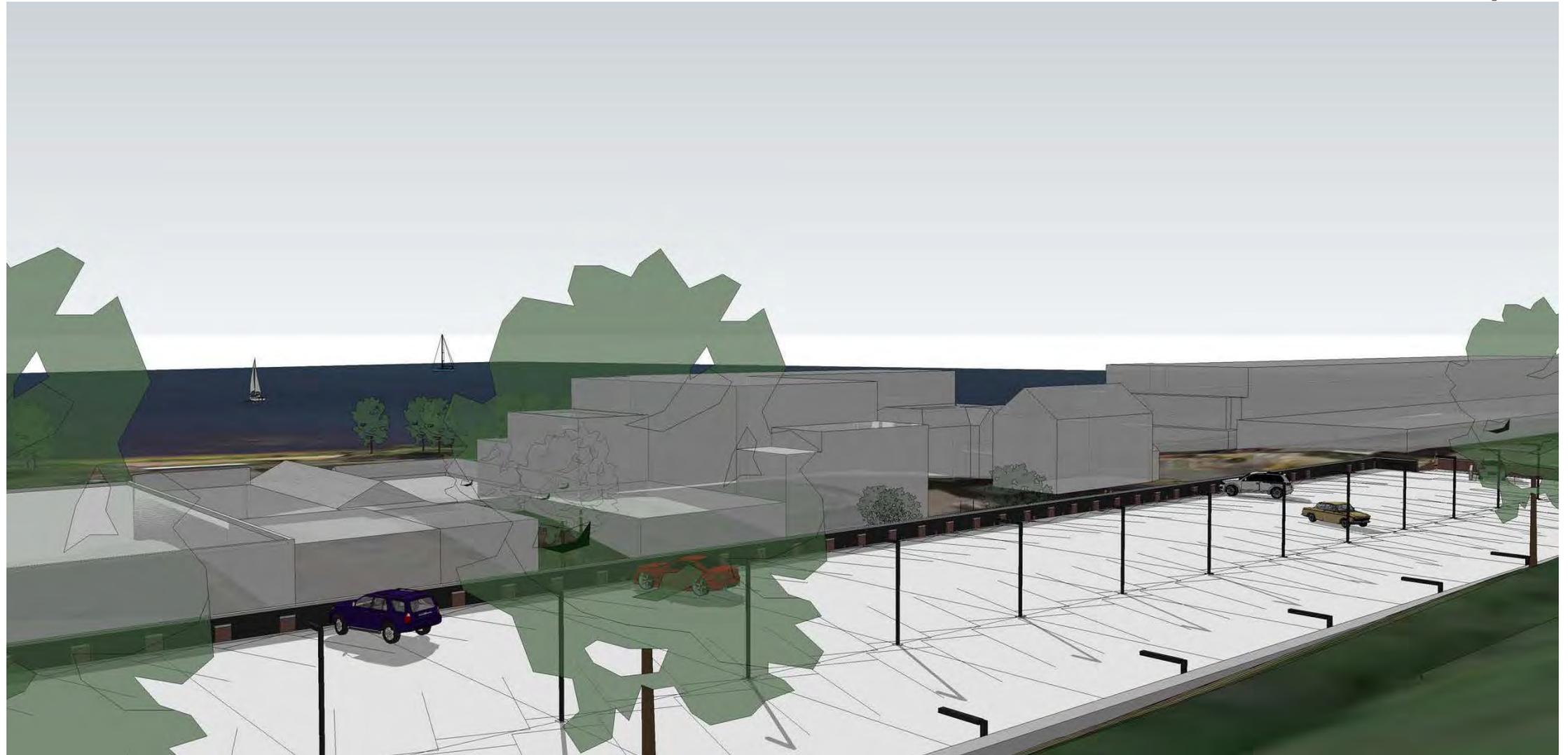
- no roof, open to the sky
- two versions of a stretched fabric roof
- green roof
- photovoltaic trellis



Roof Concepts



Roof Concepts



Roof Concepts



Roof Concepts



Roof Concepts



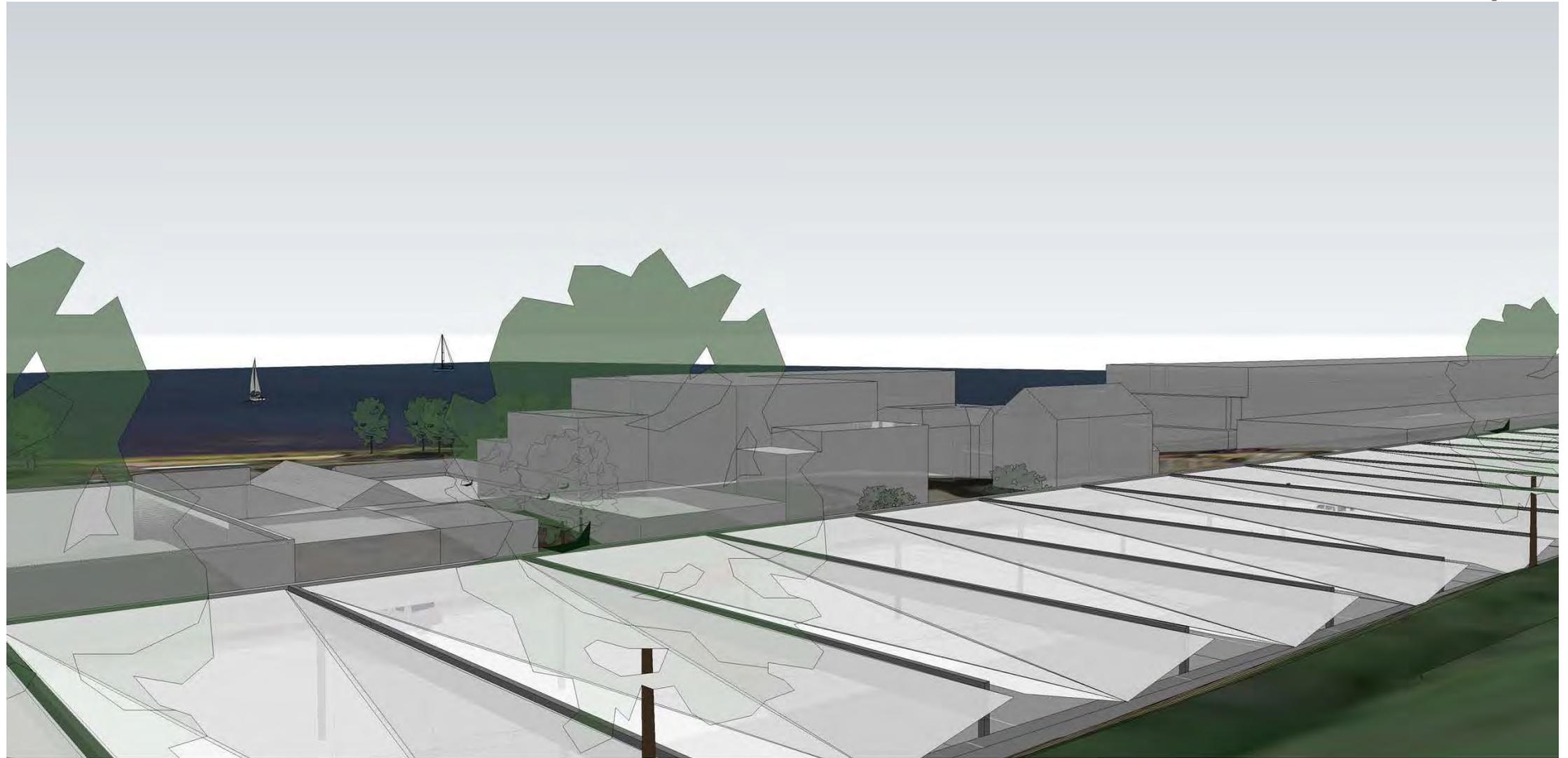
Roof Concepts



Roof Concepts



Roof Concepts



Roof Concepts



Roof Concepts



Roof Concepts



Roof Concepts



Roof Concepts



Photovoltaic Array 04-12-2016 CC
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Roof Concepts



Roof Concepts



Cladding Concepts

5 Preferred Design Direction

Multiple options for the exterior cladding of the parking structure were studied, keeping in mind the local context of the structure as well as the City of Wayzata Design Standards. Depicted in this report are options that include brick, stone, terra cotta and perforated metal panel cladding. All cladding options retain enough open area on the façade to allow the structure to function with natural ventilation, requiring no mechanical equipment to circulate fresh air. This also will enhance natural light and visual connection into the parking structure.



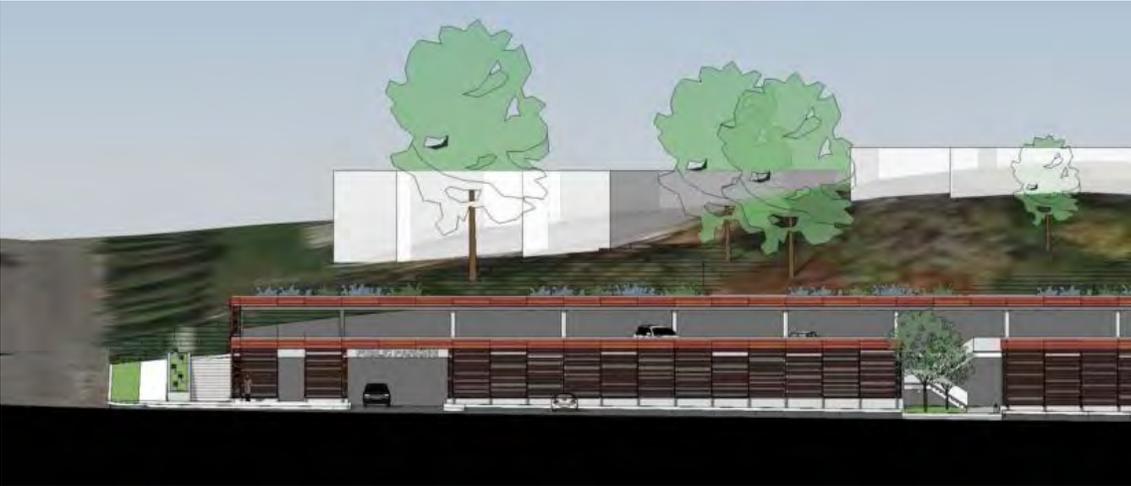
Cladding Concepts



Traditional – Brick or Stone



Modern - Brick



Organic – Terra Cotta



Avant Garde – Perforated Metal Panel

Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts



Cladding Concepts

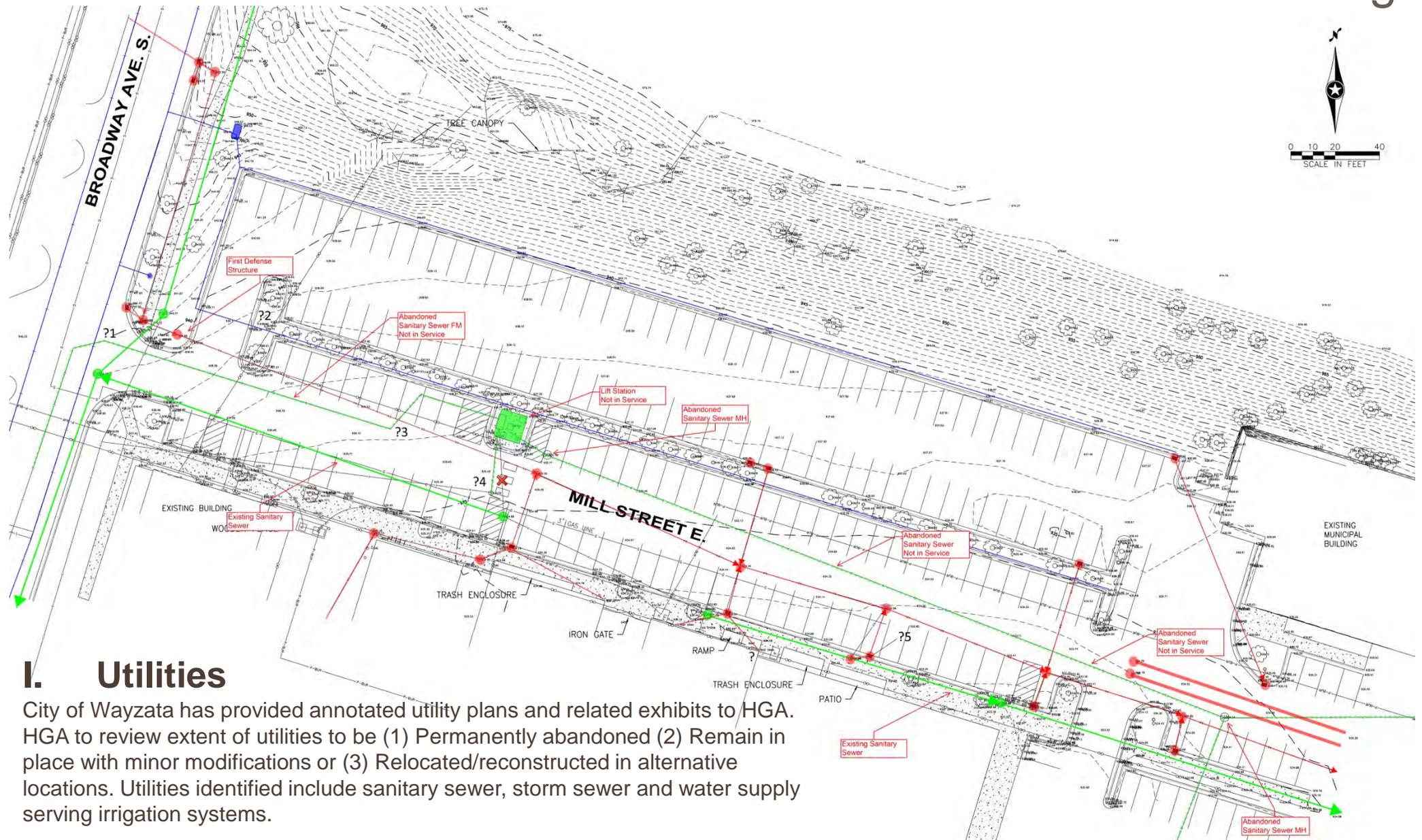


Preferred Design Direction

Technical Evaluation

Throughout the Predesign process the design team sought technical expertise to evaluate the project on a series of technical issues that effect the performance and cost of the project. This Predesign Report has incorporated technical input from civil, structural and geotechnical engineers to assure the proposed design will perform as needed and be on budget.

In addition, a preliminary lighting strategy has been developed to provide a lighting solution that minimizes light spill into adjacent properties and reduces the energy demands of the project.



I. Utilities

City of Wayzata has provided annotated utility plans and related exhibits to HGA. HGA to review extent of utilities to be (1) Permanently abandoned (2) Remain in place with minor modifications or (3) Relocated/reconstructed in alternative locations. Utilities identified include sanitary sewer, storm sewer and water supply serving irrigation systems.

Civil / Structural Engineering

Applicable Storm Water Regulations:

- Total Site Area = 1.5 acres
- Disturbed Area = 1.4 acres (>90%)
- Impervious Before = 0.7 acres
- Impervious After = 1.1 acres
- Added Impervious = 0.4 acres

Minnehaha Creek Watershed District

- BMPs required with >40% disturbed of 1-5 acre site:
- Phosphorus Control - abstract first 1" of runoff
- Volume Control - abstract first 1" of runoff
- Rate Control - no increase in the 1, 10 & 100 year events

MPCA Stormwater Permit for Construction Activity

- Prepare a SWPPP for temporary sediment control
- < 1 acre of new impervious no permanent BMPs



Geotechnical



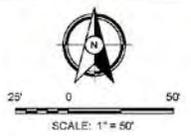
**BRAUN
INTERTEC**

The Science You Build On.
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Minneapolis, MN 55438
PH: (612) 895-2000
FAX: (612) 895-2001

Blank Draw Provided By:
SRF CONSULTING

SOIL BORING LOCATION SKETCH
GEO TECHNICAL EVALUATION
WAYZATA MARKETPLACE
BROADWAY, WAYZATA, MINNESOTA

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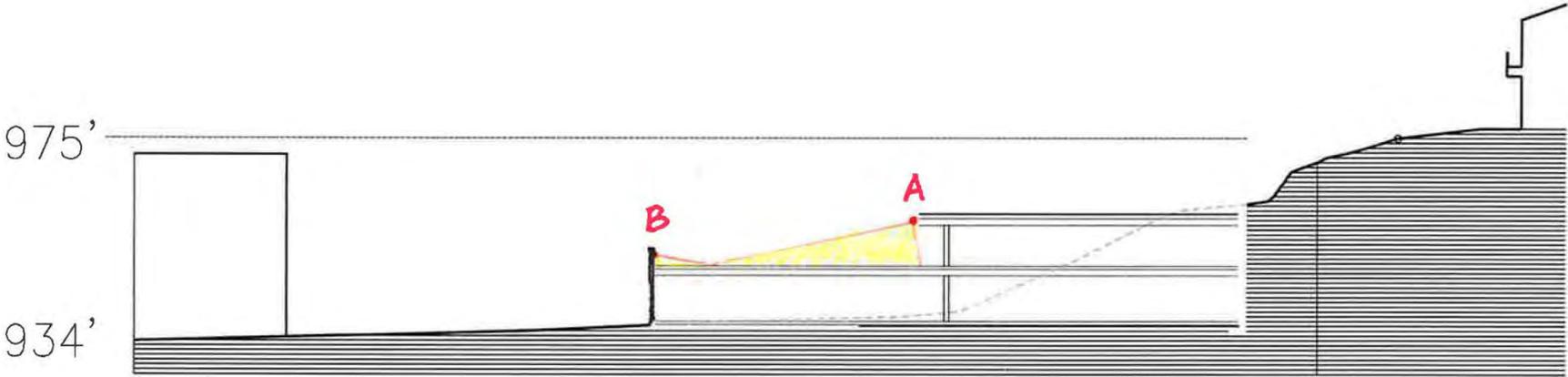


⊗ DENOTES APPROXIMATE LOCATION OF
STANDARD PENETRATION TEST BORING

Project No.	B1505766
Drawing No.	B1505766
Scale	1" = 50'
Drawn By	BUE
Date Drawn	7/1/15
Checked By	BCD
Last Modified	10/22/15
Sheet	1 of 1

Lighting Analysis

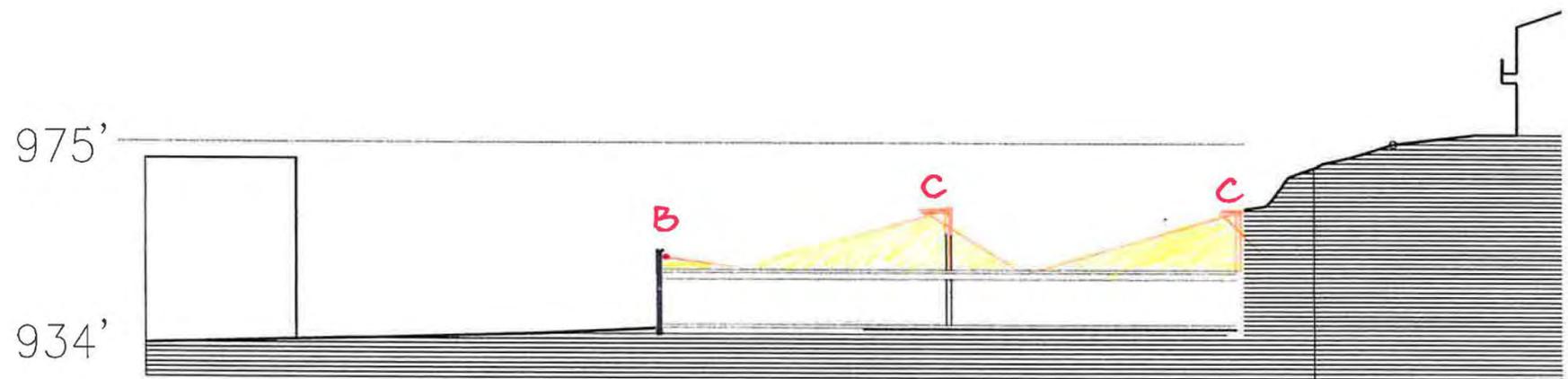
01



Fixture A: 40' spacing, 10'6" mounting height.
Fixture B: 10' spacing, 18" above roof.

Lighting Analysis

01



Fixture C: 25'-30' spacing, 11'-14' pole Height.
Fixture B: 10' spacing, 18" above roof.

Lighting Analysis

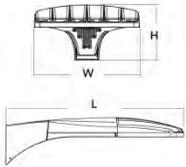


D-Series Size 0 LED Area Luminaire



Specifications

EPA: 0.8 ft² (0.7 m²)
 Length: 26" (660 mm)
 Width: 13" (330 mm)
 Height: 7" (178 mm)
 Weight (max): 16 lbs (7.2 kg)



Casting Number	
Finish	
Type	

Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.

The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 65% and expected service life of over 100,000 hours.

Light building element with LEDs

Post Construction: One piece thick walled aluminum extrusion with a die-cast end cap at the top and internal, heavy wall cast aluminum support pieces at the pole base. Die castings are marine grade, copper free (≤ 0.3% copper content) A360.0 aluminum alloy.

Enclosure: Clear safety glass. The lamp enclosure is die-cast and extruded aluminum welded together to form a water tight lamp enclosure. The lens is attached to an aluminum frame that is hinged to the lamp enclosure. The lens frame is secured with stainless steel captive screws threaded into a stainless steel insert. Fully gasketed for weather tight operation using molded silicone rubber gasket. The entire lamp enclosure rotates +10° from horizontal.

Electrical: Provided with a quantity of twelve (12) white LEDs. -25°C start temperature, standard LED color temperature is 4000K with a >80 CRI. Available in 3000K (>80 CRI); add suffix K3 to order. Integral electronic 120V through 277V LED driver and surge protection, 0-10V dimming.

Note: Due to the dynamic nature of LED technology, LED luminaire data on this sheet is subject to change at the discretion of BEGA-US. For the most current technical data, please refer to www.bega-us.com.

Anchor base: Supplied with an 800 G anchorage, consisting of a heavy gauge welded assembly of 1.57" thick galvanized steel. The luminaire sits over the base and is secured by eight (8) stainless steel fasteners.

Finish: All BEGA standard finishes are polyester powder coat with minimum 3 mil thickness. Available in four standard BEGA colors: Black (BLK), White (WHT), Bronze (BRZ), Silver (SLV). To specify, add appropriate suffix to catalog number. Custom colors supplied on special order.

UL listed for US and Canadian Standards, suitable for wet locations. Protection class: IP65.

Luminaire Lumens: 2388
 Tested in accordance with LM-79-08

Type:
 BEGA Product:
 Voltage:
 Color:
 Options:
 Modified:

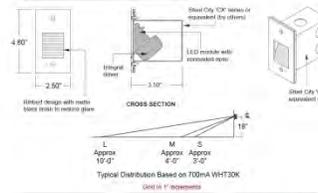
WINONA solutions | forms | light

SPECIFICATIONS

STEP



STEP 11 RECTANGLE



Type:

Project:

Qty:

Construction

Die-cast housing with anodized aluminum, brass, or stainless steel facplate. Step11 is a surface mount step light that mounts over a Steel City™ CX series or equivalent junction box (by others) with two visible fasteners.

Source

Light source is a single powerful LED available in five white color temperatures & six colored LED choices.

Optics

Concealed optic is available in three light distribution patterns. Short for narrow corridors, Medium for wide corridors, and Long for large area illumination.

Electrical

Integral electronic drivers are multi volt input 120-277V & available in standard or 0-10V dimming. Non-dimming units consume 2.5W (350mA) or 3.5W (700mA). Dimming units consume 4W (350mA only).

Environment

ETL / cETL listed dry location or optional wet location.

Finish

Recessed surfaces have a ribbed design with metal black finish to reduce glare. Facplates are available in five metal finishes with protective clear coat or one of seven polyester powder coat painted finishes. A primary only finish is also available for field painting.

Warranty

5-year limited warranty. Complete warranty terms located at www.aaculighting.com/CustomerResource/Terms_and_conditions.aspx

All values are design or typical values, measured under laboratory conditions at 25 °C. Assembled in America (Buy American Act Compliant)

Performance Data

Dist.	Lumens	lm/W
Short	50	14.1
Medium	10	17.3
Long	76	21.8

Performance data based on WHT30K dim. lum. Use 5 lumens multiplier for 350mA drive current.

Lighting factors

See page 3 for lighting facts labels.

Ordering Information

EXAMPLE: DSX0 LED 40C 1000 40K T3M MVOLT SPA DDBXD

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	Forward optics 20K 20 LEDs (one engine) 40C 40 LEDs (two engines)	550 530 mA 700 700 mA 1000 1000 mA (1A)	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium	T1M Forward throw medium TSV5 Type V very short TS5 Type V short TSM Type V medium TSW Type V wide	MVOLT 1 SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor RPMBA Round pole universal mounting adaptor
	Recessed optics 30C 30 LEDs (one engine)		AMBPC Amber phosphor converted		480	Shipped separately KMAS DDBXD U Must arm mounting bracket adaptor (specify finish)

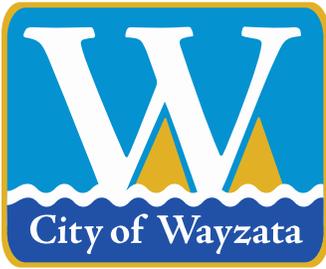
Control options	Other options	Finish options
Shipped installed PER NEAM twist-lock receptacle only (no controls) ¹ PER5 Five-wire receptacle only (no controls) ¹⁴ PER7 Seven-wire receptacle only (no controls) ¹⁴ DMG 0-10V dimming driver (no controls) ¹¹ DCR Dimmable and controllable via ROAM® (no controls) ¹¹ PR Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5% ¹² PRH Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5% ¹²	PIR1FCV Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1K ¹³ PIR5FCV Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1K ¹³ BL30 Bi-level switched dimming, 30% ^{11,14} BL50 Bi-level switched dimming, 50% ^{11,14} PIMTSD3 Part night, dim till dawn ¹¹ PIMTSD5 Part night, dim 5 hrs ¹¹ PIMTSD6 Part night, dim 6 hrs ¹¹ PIMTSD7 Part night, dim 7 hrs ¹¹	DBXD Dark bronze BLX Black DLXD Natural aluminum DHWX White DOBXD Textured dark bronze DBLXD Textured black L90 Left rotated optics ¹ R90 Right rotated optics ¹ DDL Diffused deep lens ¹ DWHXD Textured white

Controls & Shields	NOTES	11
DL12P 1.5 G Photo: 30, 40, 60 (120-277V) ¹⁵ DL34T 1.5 CLX Photo: 30, 40, 60 (120-277V) ¹⁵ DL48P 1.5 CLX Photo: 30, 40, 60 (120-277V) ¹⁵ S18 Security cap ¹⁶ DSRH5 30C House-side shield for 30 LED unit ¹⁷ DSRH5 40C House-side shield for 40 LED unit ¹⁷ DSRH5 60C House-side shield for 60 LED unit ¹⁷ PUMBA 00800-1 Diffused deep lens (poly-carbonate) ¹⁸ PUMBA 00800-2 Square and round pole universal mounting bracket adaptor (specify finish) ¹⁸ KMAS 02000-1 Must arm mounting bracket adaptor (specify finish) ¹⁸	1 30 LEDs (30C option) and recessed options (L90 or R90) only available together. 2 1000mA not available with AMBPC. 3 AMBPC only available with 530mA or 700mA. 4 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120V, 208V, 240V or 277V options only when ordering with fusing (SE DF options). 5 Not available with single board, 530mA product (20C 530 or 30C 530). Not available with BL30, BL50 or PMMT options. 6 Available as a separate combination accessory: PUMBA (finish) U; 1.5 G vibration load rating per ANSI C136.31. 7 Must be ordered as a separate accessory; see Accessories information. For use with 2.5/3" mast arm (not included). 8 If KCMAR node required, must be ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. 9 If KCMAR node required, must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR. 10 DMG option for 347V or 480V requires 1000mA.	11 Specifies a ROAM® enabled luminaire with 0-10V dimming capability. PER option required. Additional hardware and services required for ROAM® deployment, must be purchased separately. Call 1-800-442-6746 or email aculighting@winona.com . N/A with PER, PER5, BL30, BL50 or PMMT options. 12 PIR and PIR1FCV specify the www.aaculighting.com control; PIRH and PIR5FCV specify the www.aaculighting.com control; see www.aaculighting.com for details. Dimming driver standard. Not available with PER5 or PER7. Ambient sensor disabled when ordered with DCR. Separate end-of required. 13 Requires an additional switched circuit. 14 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, PER5, PER7 or PMMT options. 15 Also available as a separate accessory; see Accessories information. 16 Single fuse (DF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V. 17 Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.



Lamp	LED	A	B	C	Anchorage
6977 LED 39W LED	L2-1	3 1/4"	6 1/4"	4 3/4"	181

BEGA-US 1000 BEGA Way, Carpinteria, CA 93013 (805) 664-0533 FAX (805) 566-9474 www.bega-us.com
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City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

**Interim City
Manager:**
Doug Reeder

DATE: April 12, 2016
TO: Mayor Willcox and Councilmembers
FROM: Doug Reeder, Interim City Manager
SUBJECT: City Manager Contract with Jeff Dahl

The City Council received 36 applicants for the position of City Manager to replace Heidi Nelson who resigned to accept the position of City Administrator for the City of Maple Grove. After an extensive recruitment and selection process managed by Sharon Klumpp, Senior Vice President of Wates and Company, and an interview process which included a resident panel, a panel of city staff members and the City Council, Jeff Dahl has been selected to be the next City Manager of Wayzata.

The contract with Mr. Dahl is similar to the contract with former City Manager Heidi Nelson and has been approved by the City Attorney and agreed to by Mr. Dahl. The contract calls for Mr Dahl to begin his tenure with the City of Wayzata on May 16, 2016.

The City Council has reviewed the draft contract and the final contract will be available at the City Council meeting.

The City Council should pass a motion approving the Contract between the City of Wayzata and Jeff Dahl.