AGENDA

Eveleth City Council Special Meeting
1:30 p.m., August 27, 2025
Council Chambers, City Hall, Eveleth, MN

A. CALL TO ORDER

B. ROLL CALL

C. NEW BUSINESS

1. Facility Use Agreement with YMCA
2. Consider Widseth Professional Design Services Proposal for Eveleth IGA Building
3. Select new date for next Town Hall meeting
4. Acceptance of the new economic director

D. ADJOURN

WIDSETH
ARCHITECTS ▪ ENGINEERS
SCIENTISTS ▪ SURVEYORS

August 19, 2025

Jackie Monahan-Junek
City Administrator
City of Eveleth
413 Pierce Street
Eveleth, MN 55734

Professional Design Services Proposal
Eveleth IGA Building

Jackie,

Thank you for the opportunity to assist the City of Eveleth in a facility assessment / predesign of the Eveleth IGA building. Widseth Smith Nolting & Associates, Inc. (dba Widseth) is pleased to submit the following proposal for design services. This proposal, as dated above, shall be governed by the attached General Provisions of Professional Services Agreement and amended to include the following information.

Project Understanding
Widseth understands that IGA Eveleth building has a potential new lessee and is looking for a facility assessment to identify the needs to meet today's building codes, identify a scope of work, and establish budgets for proposed work.

Scope of Services
Based on the Project Understanding outlined above, Widseth proposes the following Scope of Services:

- On site walk through to review the following items
  - Mechanical – Identify needs to meet MN Building and Energy Code
  - Electrical – Identify items to meet MN Building and Energy Code
  - Interiors – Identify interior material replacement
  - Accessibility – ADA requirements, elevator, building access
  - Plumbing – Identify needs to meet codes

- Owner Review (1 meeting)
  - Review options for each discipline to determine scope

- Cost Estimate
  - Prepare estimated costs for each scope of work
  - Prepare final facility assessment report to use for planning and funding

Any service not specifically described herein to be performed, if mutually agreed to by the Owner and Widseth, will be considered an Additional Service. This will result in an increase in Widseth's professional services fee and an adjustment in the contract time.

Proposed Fees
Widseth proposes to complete the Scope of Services outlined above on an hourly basis, in accordance with the attached Fee Schedule, with an estimated total of $12,000.

Future Fees
If Widseth is selected to move forward with Schematic Design, Design Development, Construction Documents and Bidding services, the proposed fee will be 6.5% of the construction costs.

Construction Administration services will be performed on an hourly basis with an estimated fee of 2% of the construction costs.

Your signature below and return of this document will indicate your agreement with this Letter Proposal and attachments and shall constitute an Agreement between Widseth and the City of Eveleth. If this proposal meets your approval, please sign and return a copy of the executed agreement to our office and we will schedule our work accordingly.

This proposal will remain valid for 45 days after the submission date.

If you have any questions or would like to discuss any items in more detail, please call me directly at 218.274.6003 to address your concerns.

Thank you for this opportunity to propose and serve as your Architect and Engineers. Widseth is eager to contribute our expertise, and we look forward to working with you on this exciting project.

Submitted:

WIDSETH

8/18/2025
Amanda Isaacs
Technical Designer

8/18/2025
David Jordan, PE
Vice President

Approved:

Jackie Monahan-Junek (date)
City Administrator

Attachments
- 2021-097 ARI Eveleth County Foods IGA – Initial Assessment
- 2025 Fee Schedule
- General Provisions of Professional Services Agreement

Lake of the Woods Foods

WIDSETH

RECENT PROJECT EXPERIENCE

- Free Range Food Co-op—Grand Rapids, MN
- Crow Wing Food Co-op—Brainerd, MN
- Purple Carrot Market—Little Falls, MN (In Progress)
- Sprout Food Hub—Little Falls, MN
- Harmony Natural Food Co-op—Bemidji, MN
- Victual Gourmet Provisions—Crosby, MN
- Aurora Market—Aurora, MN
- Lake of the Woods Foods—Baudette, MN
- Karlsburger Foods Addition—Monticello MN

Victual

Crow Wing Food Co-op

Harmony Natural Food Co-op

Eveleth Country Foods IGA – Initial Assessment

DATE: 9/15/2021

TO: Jackie Monahan-Junek, City Administrator

FROM: Ryan Erspamer, AIA, Architect/Principal

Re: Eveleth Country Foods IGA
602 Fayal Road
Eveleth, MN 55734

On June 21, 2021 I visited the above mentioned property for purposes of providing an initial assessment of visible conditions of the building with particular focus on the roof, ceiling, and lighting. This summary of my observations includes some general conditions observations as well as anticipated costs for each main construction scope.

SUMMARY

The existing building has a fair amount of deferred maintenance but appears to be structurally sound. There are no visible signs of major settlement or structural failures. The only area of concern structurally is in the southwest corner inside the building near the loading dock door. The slab on grade has settled some in this corner which is possibly the result of a roof drain discharging outside of the building in that corner and is mostly likely a relatively simple repair. Most of the finishes, interior and exterior, have exceeded their useful life and need repairs or replacement. It would be recommended that repairs and maintenance begin with the roof and ceiling as discussed and move to lower areas of the building. The following sections provide additional detail of the observations and recommended repairs.

ROOF

System: Ballasted EPDM single ply membrane (.045 mil thick) on main building with refrigeration addition consisting of a fully adhered EPDM single-ply membrane.

Drainage: sloped to south side of the building; drainage via (2) scuppers

Size: 125 x 70 (main building) + 50 x 25 (addition) = 10,000 square feet (approximate)

Age: main roof membrane has a date of 1985 stamped on it; addition roof age unknown but appears newer than 1985.

Observations:

1. There is a fair amount of water ponding indicating lack of drainage function.

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

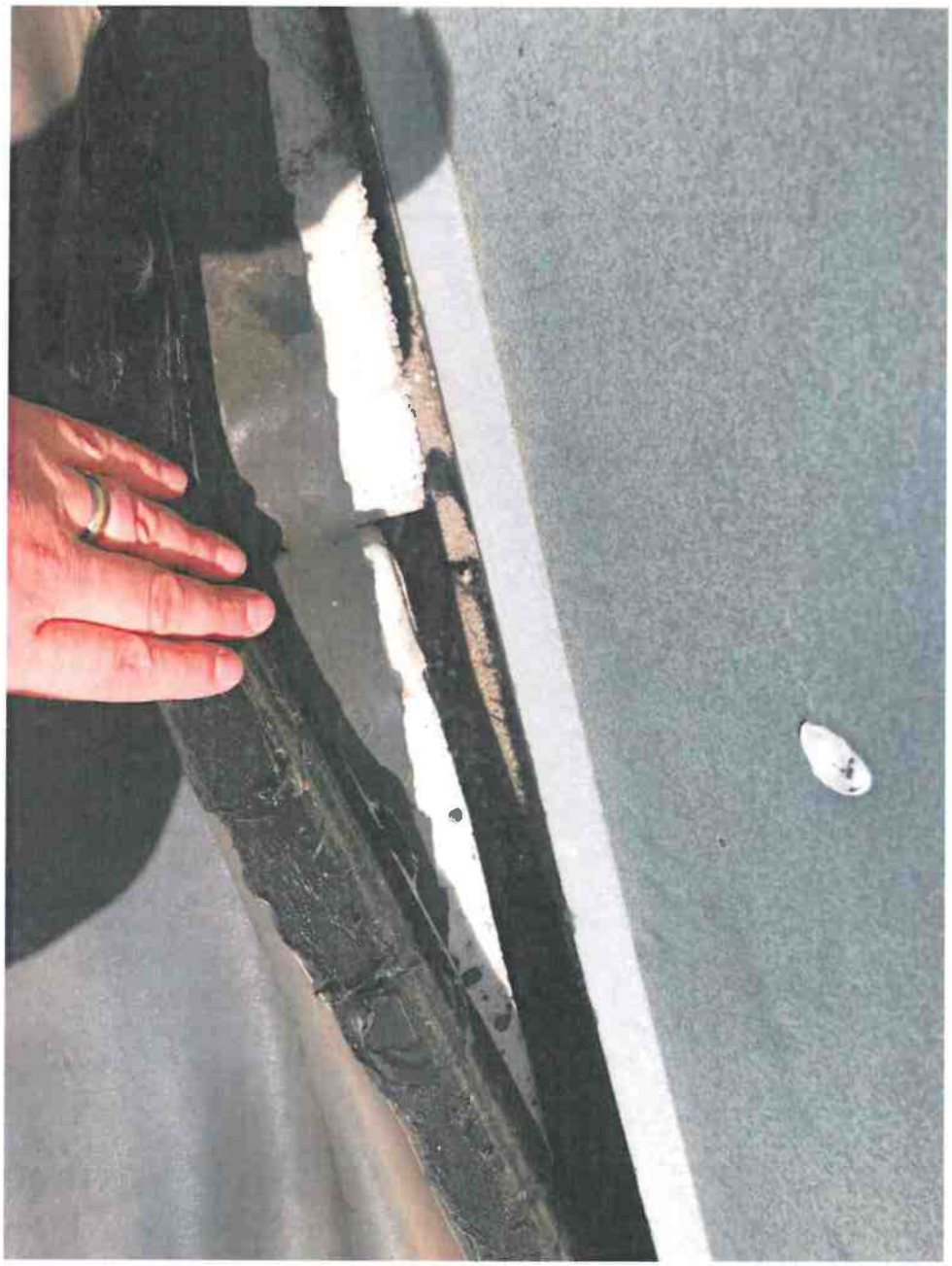
www.arimn.com

2. Several areas of ballast displacement are indicative of previous leak repairs and compromise wind performance.
3. EPDM membrane has shrunken and pulled away from walls and penetrations creating leakage points
4. Existing metal edging is loose in multiple locations compromising integrity of the roof in wind conditions.
5. There are multiple patches and different sealants visible, again an indication of previous leaks.
6. Existing insulation (visible in a couple locations) appears to be a low-density EPS type and is very soft; some areas display signs of wet insulation.
7. The existing roof framing is comprised of steel beams running North-South supported by steel pipe columns with steel bar joists spanning between them and metal deck. All visible steel roof structure appears in good repair. Due to the age of the building, it is assumed that the current roof structural system will not meet current snow loading.

General summary: This roofing system has exceeded its useful life and needs full replacement.

Recommendation: Remove existing roof system in its entirety to the existing metal roof deck. Provide new ½" gypsum deck board over existing metal deck. Install new vapor barrier over deck board. Install new insulation utilizing tapered insulation to better direct water off the roof. Insulation thickness will be limited to match existing R-value by code due to not meeting current snow loading. New insulation to be mechanically fastened all but the top layer, which would be adhered. Provide new fully adhered single-ply EPDM membrane over the insulation, .060 mil minimum thickness. Provide new perimeter termination and sheet metal wall caps and trim.

Anticipated project cost: $177,000



CEILING

System: Concealed spline acoustic tiles 12" x 12"

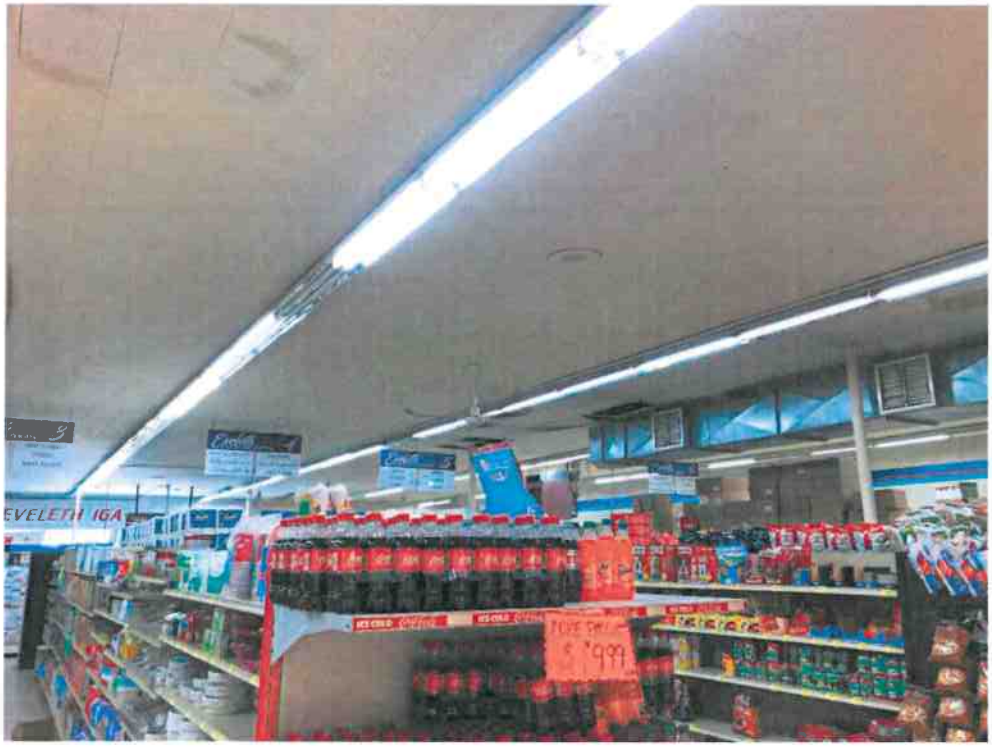
Observations:

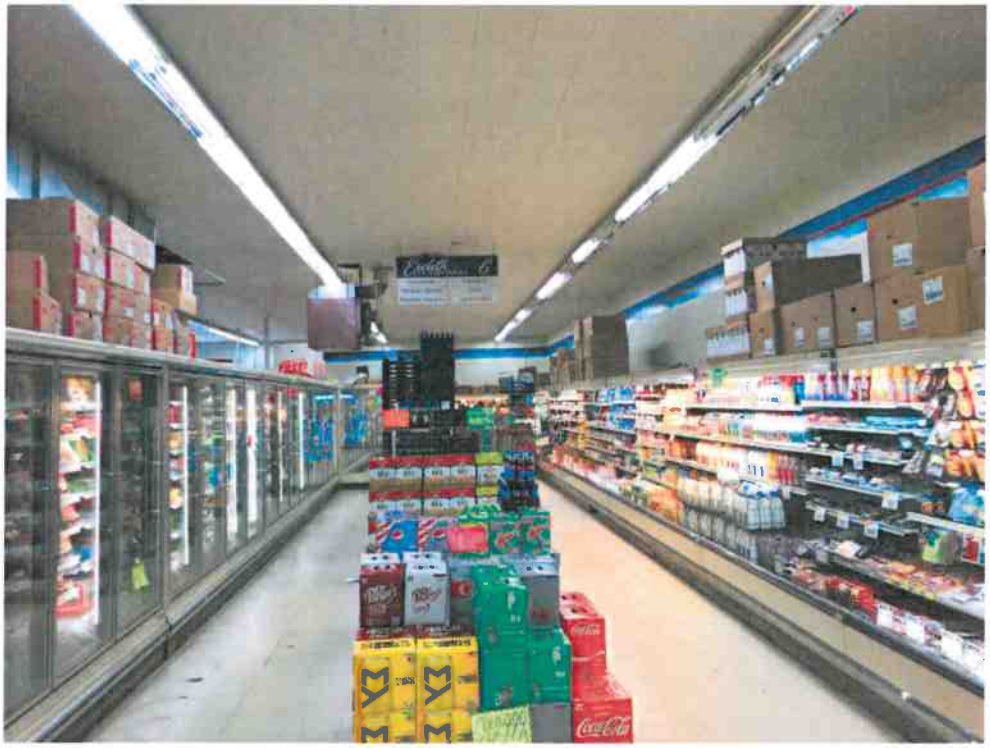
1. Concealed spline ceilings do not allow for maintenance of mechanical and electrical systems above as they are not readily removable.
2. The existing ceiling is aged and discolored with several areas of staining presumably from roof leaking. Some areas are sagging due to age and moisture; this is a potential risk to occupants. Several areas have been removed and "patched" with more modern suspended ceiling systems. Some areas are just missing ceilings all together.
3. Storage areas have exposed steel structure.
4. Existing ceilings are installed tight to the structure not allowing space for ductwork, heat, or other infrastructure leaving ductwork and heating units exposed below the ceiling.
5. This ceiling tile is not scrubbable limiting the ability to clean and remove dust.

General summary: This ceiling system needs to be removed/replaced for safety and cleanliness.

Recommendation: Remove existing ceiling system (and lighting, see next section). Replacement has a couple of options: new 2'x4' lay-in suspended acoustic ceiling system or leaving the existing roof structure exposed from below. The little bit of exposed structure visible looks to be in good shape. The option of leaving the structure exposed is very typical in similar uses as it provides easier access to utility infrastructure in the future, provides more room for ductwork, and a generally more open feel. Eliminating the acoustic ceiling and leaving the structure exposed will make for a louder space with some potential echo. It would be recommended to provide a combination of an acoustic spray coating right on the structure and paint or some sort of acoustic panels.

Anticipated project cost: $58,000 replacement of ceiling; $35,000 remove and paint; $55,000 remove and provide acoustic coating/panels and paint.





LIGHTING

System: Surface mounted fluorescent

Observations:

1. Existing fixtures have several bulbs that aren't lit (20%?). This could be either failure of the bulb or ballast in the fixtures.
2. Existing lighting levels are less that desirable in a grocery setting with poor color rendition.
3. Fluorescent lights require frequent bulb replacement
4. Lighting distribution is inconsistent

General summary: The lighting systems are outdated and in need of replacement. Maintenance and operating costs could be greatly reduced with replacement as well as safety and appeal of products.

Recommendation: Remove existing lighting and replace with LED type fixtures. Fixture replacement should happen in conjunction with ceiling work. Fixture type will vary with ceiling option selected.

Anticipated project cost: $50,000 for lighting including low voltage controls

Exterior

System: Painted concrete masonry (primary) with small amounts of brick and wood on the front. Windows and entrance are aluminum.

Observations:

1. Paint on CMU is peeling and in need of maintenance. Paint products must be selected carefully and shall be of a vapor permeable type to not cause further deterioration of the CMU due to vapor drive from the interior of the building.
2. CMU walls appear to be solid with little sign of movement. They do however have several mortar joints that need tuckpointing. Additionally, expansion joints need recaulking.
3. Windows and doors are heavily worn and in need of replacement. Current systems are inefficient and most likely have condensation in the winter.
4. Brick and wood generally are fine but could use some minor maintenance.
5. Exterior walls have no visible signs of insulation. There is potential that there is insulation installed on the interior within stud cavities adjacent to the CMU walls.

General summary: The exterior needs quite a bit of maintenance to ensure that the structure does not deteriorate rapidly from weather as well as to protect any updates within the building. Interior insulation systems in this type of construction can be problematic if exterior is not maintained weathertight. General envelope is relatively inefficient but is in line with other facilities of this type and era.

Recommendation: Window and door replacement on a one-for-one basis with modern equivalents. CMU walls at a minimum should be prepared and coated with a vapor permeable elastomeric coating to protect the deteriorating mortar joints. A secondary option would be to provide exterior insulation with an exterior metal panel cladding over the top providing an updated finish and improving envelope performance.

Anticipated project cost: These numbers can vary widely from $3/face square foot to $50/face square foot depending on options.

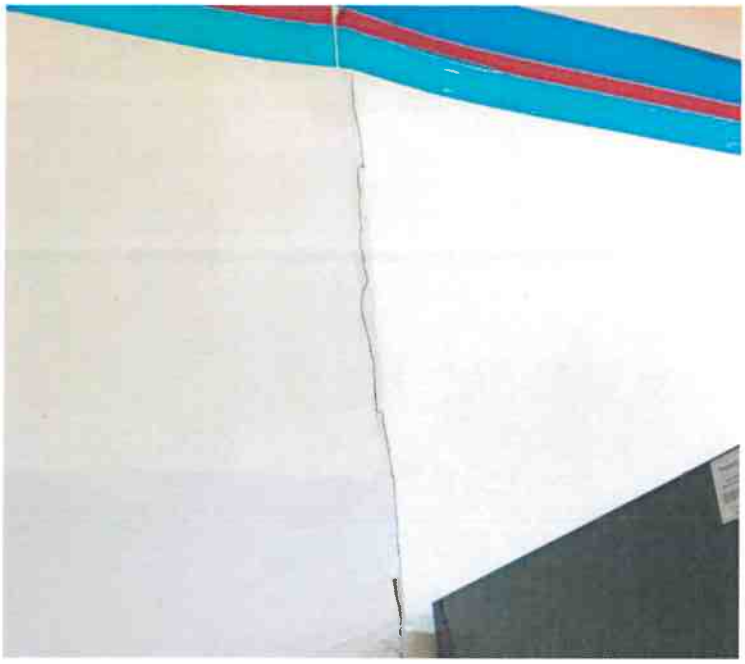
INTERIOR

Observations:

1. Walls are finished with painted drywall. There are a few vertical cracks in the drywall, mostly likely caused by lack of expansion joints (typically every 30') but potentially caused by water intrusion through the walls or roof. Walls need paint which will brighten the space and make it more inviting to shoppers.
2. Flooring is Vinyl Composition Tile (VCT). Flooring is very worn throughout and looks to have lacked maintenance by means of waxing/burnishing for some time. Tiles are heavily soiled, cracked, and some tiles are missing. It appears that potentially there is another layer of flooring below and black mastic which is highly probable to contain asbestos.
3. Heating is provided by several gas-fired unit heaters spread throughout the space controlled with separate thermostats. This system doesn't provide consistent heat throughout, is typically loud, hangs very low in the space, and has limited controllability. Heaters are rusted, dirty, and show signs of leaking around exhaust vent.
4. Ventilation appears to be provided by a single duct located along one side of the space. Distribution is poor and the system has exceeded its useful life.

General summary: Typical of the rest of the comments, the interior needs an update. Replacement of finishes would have a major impact on the feel of the space and the shopping experience. Mechanical systems are inefficient and outdated as well as not providing the recommended levels of fresh air.

Recommendation: Begin systematic replacement of finishes and systems with a focus on eliminating any potential hazards first, health or otherwise. Flooring should be repaired at a minimum to encapsulate any potential asbestos. New finishes should be kept up with a maintenance plan to ensure cleanliness and safety for patrons. Ventilation system updates/replacement should be considered in conjunction with ceiling and lighting projects.



EVELETH

OTHER

Observations/comments:

1. Accessibility: In current configuration, the building is not up to current accessibility standards. Buildings are not required to be update to current standards until work is performed on the building. Building code requires that a dollar amount, not to exceed 20% of the project cost must be applied to accessibility upgrades. There are some exceptions to this and generally the recommended work scopes are exempt but this would have to be reviewed prior to any projects to properly apply this. Dollars are to be spent beginning with access to the building (parking, path to the door, the doors themselves, etc.) Currently the parking, walk, and entrance need updating to be compliant. Additional budget should be included to address this requirement.
2. Equipment in general is antiquated and inefficient. Modern refrigeration would significantly reduce energy consumption for the building.
3. Slab settlement around the loading dock should be considered for correction. While this isn't a structural concern, it is a safety concern as well as not allowing proper seal for the overhead door wasting energy. Corrective action would be removal of an approximately 80-100 square foot area of the slab on grade, additional compacted fill, and pouring a new slab on grade.
4. The building lacks a proper office. The area used as an office is open to the rest of the store. This could be a potential security and privacy concern.
5. There is not a true public restroom accessible to patrons.

WiDSETH

2025 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	$140 / Hour
Level II	$165 / Hour
Level III	$192 / Hour
Level IV	$200 / Hour
Level V	$210 / Hour
Technician	
Level I	$100 / Hour
Level II	$120 / Hour
Level III	$140 / Hour
Level IV	$155 / Hour
Level V	$170 / Hour
Computer Systems Specialist	$180 / Hour
Senior Funding Specialist	$145 / Hour
Marketing Specialist	$123 / Hour
Funding Specialist	$120 / Hour
Administrative Assistant	$ 85 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) *subject to IRS Guidelines*	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	$100 / Day
ATV Side by Side Rental	$200 / Day
Waste Water Sampler	$40 / Day
ISCO Flow Recorder	$60 / Day
Photoionization Detection Meter	$100 / Day
Explosimeter	$50 / Day
Product Recovery Equipment	$35 / Day
Survey-Grade GPS (Global Positioning System)	$75 / Hour
Mapping GPS (Global Positioning System)	$150 / Day
Lath & Hubs	$150 / Day
Soil Drilling Rig	$35 / Hour
Groundwater Sampling Equipment	$125 / Day
Hydrographic Survey System	$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	$0.10 Each
Black & White Copies: 11" x 17"	$0.50 Each
Black & White Copies: 24" x 36"	$3 Each
Color Copies: 8-1/2" x 11"	$2 Each
Color Copies: 11" x 17"	$4 Each
Color Copies: 24" x 36"	$12 Each
Color Plots: 42" x 48"	$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

WiDSETH
ARCHITECTS • ENGINEERS
SCIENTISTS • SURVEYORS

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.

2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.

3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:

   (a) Travel and subsistence.
   (b) Specialized computer services or programs.
   (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
   (d) Identifiable reproduction and reprographic costs.
   (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warrantees, express or implied, are made by WIDSETH.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.

3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.

4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.

5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.

7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.

8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

   If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

   With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT
If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND
CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE
WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK
In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION
WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.