



M E M O

**County
Administrator**

Robert W. Wilson
701-241-5770
wilsonro@casscountynd.gov

TO: County Commissioners
FROM: Robert W. Wilson
DATE: October 14, 2021
SUBJECT: RRRDC Site Selection & Concept Design Proposal

On October 18th the Cass County Commission will consider approving the attached agreement with Short, Elliott, Hendrickson (SEH) for Site Selection and Conceptual Design Services for the Red River Regional Dispatch Center project.

As fiscal agent for the project, Cass County took on the role of engaging an architect on behalf of the five member entities (Cass County, City of Fargo, City of West Fargo, Clay County and the City of Moorhead) to identify an estimated project cost, produce a concept design, and make a site recommendation. Upon approval of the Board, work on this effort will begin immediately.

SEH will bill Cass County \$128,500 plus reimbursables of approximately \$9,500 for this work with an anticipated completion date of the end of November. It is anticipated this cost will be paid utilizing CARES Act funds received by Cass County.

This cost will be incurred by Cass County. As all member entities develop and consider an overall project cost and financing method, this work will be submitted as a project cost to be shared by all members.

This information has been shared with administrators of our project partners and comments or feedback will be shared at the Commission meeting on the 18th.

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

www.casscountynd.gov



Building a Better World
for All of Us®

October 11, 2021

RE: **Exhibit A-1**
Professional Services Fee Proposal for
Red River Regional Dispatch Center
Site Selection and Concept Design

Mr. Robert Wilson
County Administrator
Cass County
211 9th Street South
Fargo, ND 58103

Dear Mr. Wilson:

Thank you for the opportunity to submit this Proposal for Professional Services for Site Selection and Concept Design Services for your proposed Regional Dispatch Center project. Short Elliott Hendrickson Inc. (SEH) is pleased to present you with the following professional services fee proposal for the above referenced project. This proposal is based on providing site feasibility, programming and conceptual building and site design services on a lump-sum fee basis that would take the project from startup through completion of conceptual design.

PROJECT UNDERSTANDING

The Red River Regional Dispatch Center (RRRDC) which includes the cities of Fargo, West Fargo, Moorhead and Cass and Clay Counties, is planning to develop a new regional dispatch facility to serve these communities. As a first step in the planning process the RRRDC would like to complete site selection, project programming and a space needs assessment, and concept building and site design.

The RRRDC facility is anticipated to include, but not be limited to, the following components:

- Space for up to 20 dispatch consoles
- Training room with space for 6 dispatch consoles
- Two supervisor offices adjacent to dispatch floor
- Four staff work station cubical
- Lobby and reception area
- Training room to accommodate 50 people
- Server room
- Staff breakroom
- Locker, restrooms and shower rooms
- Staff quiet room
- Two bunk rooms
- Additional 12,000 square feet of future tenant space
- The facility shall be complaint with NFPA 1221, 2019 edition

SCOPE OF SERVICES

SEH proposes to provide Site Feasibility, Programming and Concept Design services for the proposed Dispatch Center project. Services are anticipated to be required from the following disciplines:

- Civil Engineering
- Architecture
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Project Startup

Initiate, organize, and conduct team project startup meeting with project stakeholders to review and exchange relevant project information available to date. Meeting will include discussions of project team communication protocols, preliminary project program, budget and identification of key project milestone dates and goals. Project start-up is anticipated to begin upon execution of the Agreement for Professional Services.

Site Feasibility

In collaboration with the project stakeholders, assist in determining the feasibility of the four selected site options. Evaluation includes the following:

- Review of available information provided by the Clients Realtor for each of the four identified site options.
- Gather information on each site option, including general topography, access to utilities, proximity to hazards such as flood plains, and other information that may impact suitability to support proposed dispatch center.
- Develop site scoring matrix and evaluate and rank each site option on available features and challenges to supporting dispatch center function.
- Visit each site to gain a firsthand understanding of features, challenges and opportunities present.
- Prepare written narrative documenting site selection process and findings. Recommendations will be presented and reviewed with project stakeholders.
- Upon selection of a preferred site option, it is recommended that a full site topographic and boundary survey and geotechnical exploration be completed. SEH proposed to provide these services and invoice fees as a reimbursable expense.

Programming

The programming phases includes development of a detailed space needs assessment to identify and document building and site special needs, adjacencies, and size. This phase also includes a preliminary review of technology needs such as access security, communications and A/V systems. Tasks include the following:

- Develop programming questionnaire to facilitate collection of facility needs.
- Meet with project stakeholders and building user groups to gather information and a detailed understanding of their needs.
- Develop space needs spreadsheet documenting special needs based on stakeholder input and feedback from programming questionnaire.
- Present and review space needs with project stakeholder team.
- Update and refine project program and space needs assessment based on stakeholder feedback.
- Prepare programming report.
- Develop preliminary Project Estimate of Probable Cost

Concept Design Phase

Development of conceptual building and site design documents in accordance with design intent based on the previously completed project program and site feasibility phases. At the completion of this phase a Project Schedule and an Estimate of Probable Cost will be generated. Tasks include the following:

- Generation of conceptual site layout plans including identification of major components such as buildings, vehicle access and travel routes, parking, and storm water management features.
- Generation of preliminary building layout plans identifying major building areas and special relationships.
- Generation of preliminary building exterior elevations.
- Review of concept site and building plans with structural, civil and mechanical and electrical engineering disciplines.
- Meet with project stakeholders to present and review concept site and building plans.

- Revise concept plans based on stakeholder feedback.
- Provision of site survey services and generation of a topographic, boundary or ALTA survey for the selected site. Survey needs will be confirmed after site selection is complete.
- Provision of geotechnical services, soil borings and a geotechnical engineering report for the selected site option.
- Develop Overall Project Schedule
- Develop preliminary Project Estimate of Probable Cost

SERVICES NOT INCLUDED

(may not be all-inclusive)

1. Energy Modeling
2. Acoustical studies
3. Interior Design Services
4. Landscape Architecture design services
5. Environmental testing, engineering, and permitting services
6. Wetland Delineation Services
7. Furniture, fixtures and equipment (FFE) design
8. Final design and engineering services
9. Public engagement services

SCHEDULE

The services provided in this proposal shall be performed as expeditiously as is consistent with the orderly progress of the Work. SEH will develop a project schedule that will align with the goal of project. The schedule will be reviewed and agreed upon by both parties.

PROJECT FEES

We propose to provide the professional services as defined in this proposal for a lump-sum fee of \$128,500 exclusive of reimbursable expenses.

Reimbursable expenses including, but not limited to, travel, printing, shipping, and miscellaneous expenses related to the Project will be billed in addition to the above fees. Reimbursable expenses are estimated at approximately \$9,500 plus site survey and geotechnical fees.

ADDITIONAL SERVICES

Changes to the Scope of Work as defined above shall be considered as additional services and billed in addition to the fees as quoted in this proposal. Additional Services can be identified either on a lump-sum basis or as an estimated fee at standard hourly rates and agreed to by both parties in writing.

We are prepared to begin providing the services outlined in this proposal upon receipt of a signed copy of the attached Agreement for Professional Services. If you have any additional questions related to the proposed services in this proposal, please feel free to contact me at 952.215.8118, or at bbergstrom@sehinc.com. Thank you again for this opportunity, and we look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Brian Bergstrom, AIA
Principal / Sr. Project Manager

Agreement for Professional Services

This Agreement is effective as of October 11, 2021, between Cass County, ND (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Red River Regional Dispatch Center Site Selection and Concept Design.

Client's Authorized Representative: Robert Wilson
Address: 211 9th Street South
Fargo, ND 58103
Telephone: 701.241.5770 **email:** wilsonro@casscountynd.gov

Project Manager: Brian Bergstrom, AIA
Address: 3535 Vadnais Center Drive
St. Paul, MN 55110
Telephone: 952.215.8118 **email:** bbergstrom@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Scope of Services: See Exhibit A-1

Schedule: See Exhibit A-1

Payment: See Exhibit-A1


The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None

Short Elliott Hendrickson Inc.

Cass County, ND

By: 
Title: Brian Bergstrom, AIA
Principal / Sr. Project Manager
Date: October 11, 2021

By: _____
Title: Chad Peterson, Cass County Commission Chair
Date: October 18, 2021

Exhibit A-2
to Agreement for Professional Services
Between Cass County, ND (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 11, 2021

Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

document1

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Basic Services”). 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 Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant’s services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client’s Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney’s fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant’s agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, 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 hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.