



Administration

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MEMO

TO: County Commission

FROM: Robert W. Wilson

Date: November 2, 2022

Subject: County Building Fund Project Update

Robert D. Johnson Building:

This building is owned by the Fargo Parks District and has long been the subject of discussions about possible acquisition by the County. The last time Executive Director Dave Leker and I spoke (several months ago), the Parks Board requested staff get an updated appraisal on the property. I followed up several weeks ago and staff is still waiting for the updated appraisal.

Highway Department Addition/Remodel:

TL Stroh Architects is working to have the project design complete by mid to late December so that it can be bid in January and to the Commission for contract approval on the first meeting in February. The goal would be to start construction in April-May and be complete by the fall of 2023. An initial floorplan is attached.

Red River Regional Dispatch Center Facility:

On November 21st SEH, the architect contracted to assist the County with site selection, schematic design and cost estimation will present their work. When the project was published for bids, the RFQ also included architectural design and construction management services. Also, on the 21st the Commission will also be asked to consider approving an agreement with SEH for architectural design and construction management services.

County representatives are also currently working with Sanford Health to finalize lease terms for the Sanford-owned property where the new dispatch center will be located. An agenda item related to that element of the project will be presented later.

Annex Building Remodel/Update:

Administration, Buildings and Grounds and Human Service Zone staff continue to work with TL Stroh on building updates that will improve the work environment and office layout of portions of the 2nd, 3rd, and 4th floors. TL Stroh has proposed a \$12,500 fixed fee contract for construction drawings and specifications related to this project and an hourly rate (\$155/hr.) for construction administration.

Jail Housing Unit Addition (ARPA Funding):

A working group has meet with Klein McCarthy Architects twice to review building needs and layout and material preferences as the architectural design and construction management effort continues. Klein McCarthy representatives will provide a status update to the full Board at the meeting on November 21st.

Law Enforcement Storage Building:

Formal action on this project is not underway at this point but will begin with drafting and publishing an RFP for design and construction of a metal building on a slab-on-grade concrete pad foundation.

Tax Equalization Office Remodel/Relocation:

The Board approved \$55,000 for this project in 2023. At this point this project is on hold. The budgeted amount would accommodate a reconfiguration of the current office location, but not a relocation across the hall to the former Commission Meeting Room. Mr. Fracassi has indicated reconfiguring the current location would gain at most one additional workspace and there is a potential staffing needs beyond one additional employee in the next 2 to 4 years. Mr. Fracassi would prefer to wait until the following budget year and further explore a move to the former Commission Meeting Room.

SUGGESTED MOTION: Authorize Chair to sign agreement with TL Stroh Architects in the amount of \$12,500 for construction drawings and specifications plus construction administration at a rate of \$155 per hour for the Annex Building Remodel/Update.



FLOOR PLAN
 3/32" = 1'-0"

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the first day of November in the year Two Thousand Twenty-two
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Cass County Government
211 9th St S
Fargo ND 58103

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

T.L. Stroh Architects Ltd
8 Seventh St N
Fargo, ND 58102
Telephone Number: 701-239-4198
Fax Number: 701-239-9643

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

Cass Co Annex Remodel
Fargo, ND
Interior painting and remodel.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

NO engineering consultants are included in this Agreement

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

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.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Fixed fee for design development and construction drawings **\$12,500.00**. (Twelve Thousand Five Hundred dollars and no cents)

Construction Administration services billed out at \$155.00 per hour.

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus five percent (5 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty-two (32) days after the invoice date shall bear interest from the date payment is due at the rate of twelve percent (12 %) annually , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS


(Insert descriptions of other services and modifications to the terms of this Agreement.)

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

OWNER *(Signature)*

Robert Wilson

(Printed name and title)



ARCHITECT *(Signature)*

Terry L. Stroh, Principal

(Printed name, title, and license number, if required)