



Administration

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MEMO

TO: County Commission

FROM: Robert W. Wilson

Date: May 25, 2023

Subject: Schematic Design Agreement – Red River Regional Dispatch Center (RRRDC)

RRRDC representatives, including officials from Cass County, the City of Fargo, Clay County, the City of Moorhead and the City of West Fargo have worked with project architect Short Elliott Hendrickson (SEH) Inc. to develop a bubble diagram of the new dispatch center facility. The next phase in this project is for SEH to complete schematic designs.

At the RRRDC Authority Board meeting on May 11th the Board indicated its intent to enter into an agreement with SEH to complete schematic designs. The Joint Powers Agreement (JPA) that governs the relationship between RRRDC partners describes Cass County's responsibility for design and construction activities of the new dispatch center. SEH has provided a draft agreement for schematic design, and consideration of that agreement is scheduled for Commission consideration on June 5, 2023.

The following items are included for Commission review:

- SEH Draft agreement
- RRRDC Authority Board Meeting Minutes from May 11, 2023
- Section 24.03 of the RRRDC JPA describing Cass County's construction responsibilities

SUGGESTED MOTION: Authorize Chair to sign agreement for schematic design of the RRRDC Dispatch Center with Short Elliott Hendrickson Inc in the amount of \$144,750 plus reimbursable expenses.



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Administration DATE OF REQUEST: 05-30-2023

COMPANY REQUESTING CONTRACT: Short Elliott Hendrickson (SEH)

BRIEF PROJECT DESCRIPTION: Schematic Design Agreement for RRRDC

NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: *Martin Nauman* 6/1/2023

STATE'S ATTORNEY COMMENTS:

Approved as to form.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 5th day of June in the year 2023
(In words, indicate day, month and year.)

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

Cass County
211 9th Street
Fargo, ND 58103

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

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

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

Building and site development for the 15,000 square foot Red River Regional Emergency Dispatch Center to be located in Fargo, ND

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.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

The Owner intends to develop a new 911 emergency dispatch center to serve the Red River region. Programming for the facility has been completed as part of Phase 1 services for the Project.

§ 1.1.2 The Project's physical characteristics:

The proposed facility will be an approximately 15,000 square foot single story building and will include the following primary functional components:

- Space for up to 20 dispatch consoles
- Training room with space for 6 consoles
- Additional training space for 50 people
- Supervisor Offices adjacent to dispatch floor
- Administrative area including offices and meeting rooms
- Staff quiet area
- Locker and restroom area
- Lobby and reception area
- Staff lunchroom
- Server room
- The facility shall be compliant with NFPA 1221, 2019 edition

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

A preliminary budget of Fifteen Million Three Hundred Ninety Thousand (\$15,390,000.00) Dollars has been identified as part of Phase 1 services for the Project, broken down as follows:

- Estimated Construction Cost (Hard Costs): Nine Million Three Hundred Ninety Thousand (\$9,319,000.00) Dollars.
- Soft Costs: Six Million Seventy-One Thousand (\$6,071,000.00) Dollars.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
To be determined
- .2 Construction commencement date:
To be determined
- .3 Substantial Completion date or dates:
To be determined
- .4 Other milestone dates:
To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive Public Bidding

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

None identified

(Paragraph deleted)

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

Ms. Mary Phillippi, ENP
Director – Red River Regional Dispatch Center
300 NP Avenue
Suite 206
Fargo, ND 58102
Telephone: 701-451-7684
Email: MPhillippi@RRRDC.com

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

To be determined

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(Paragraph deleted)

- .1 Geotechnical Engineer:
Services to be provided by Owner .

Init.

.2 Civil Engineer:

Services to be provided as part of Architect's Basic Services

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Site Survey
Environmental

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

Brian Bergstrom, AIA
Project Manager
Short Elliott Hendrickson, Inc. (SEH)
3535 Vadnais Center Drive
St. Paul, MN 55110
Telephone: 952-215-8118
Email: bbergstrom@sehinc.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(Paragraph deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Services to be provided as part of Architect's Basic Services by SEH.

.2 Mechanical and Electrical Engineer:

KFI Engineers
670 County Road B West
St. Paul, MN 55113

.3 Design Assistance:

Architects Design Group
333 North Knowles Avenue
Winter Park, FL 32789

.4 Security and Technology Design:

TLC Engineering Solutions, Inc.
255 S. Orange Avenue
Suite 1600
Orlando, FL 32801

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

Init.

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User Notes:

(811221329)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than amounts listed below:

Each Occurrence.....	\$1,000,000
Damage to Rented Premises.....	\$100,000
Medical Expenses.....	\$15,000
Personal and Adv. Injury.....	\$1,000,000
Products Completed/OP AGG.....	\$2,000,000
General Aggregate.....	\$2,000,000

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Not Used

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than amounts as listed below:

Each Claim.....	\$2,000,000
Each Policy Year Aggregate.....	\$2,000,000

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

(Paragraphs deleted)

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Construction Documents Phase Services

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Following the Owner's approval of the Contract Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, with the Owners assistance, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct observations of the Work to determine the date or dates of Substantial Completion and the date of Final Completion
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final observation of the Work indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Paragraph deleted)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Completed as part of Phase 1 Services
§ 4.1.1.2 Multiple preliminary designs	Completed as part of Phase 1 Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Completed as part of Phase 1 Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Included
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Included
§ 4.1.1.8 Civil engineering	Included in Architect's Basic Services
§ 4.1.1.9 Landscape design	Included in Architect's Basic Services
§ 4.1.1.10 Architectural interior design	Included in Architect's Basic Services
§ 4.1.1.11 Value analysis	Not Included
§ 4.1.1.12 Cost estimating	Included in Architect's Basic Services
<i>(Row deleted)</i>	
§ 4.1.1.13 On-site project representation	Not Included
§ 4.1.1.14 Conformed documents for construction	Included in Architect's Basic Services
§ 4.1.1.15 As-designed record drawings	Not Included
§ 4.1.1.16 As-constructed record drawings	Not Included
§ 4.1.1.17 Post-occupancy evaluation	Not Included
§ 4.1.1.18 Facility support services	Not Included
§ 4.1.1.19 Tenant-related services	Not Included
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Included in Architect's Basic Services
§ 4.1.1.21 Low-voltage technology systems engineering	Included in Architect's Basic Services (see Exhibit A-1 for detailed description of services included)
<i>(Row deleted)</i>	
§ 4.1.1.22 Not Applicable	Not Applicable
<i>(Row deleted)</i>	
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Included
§ 4.1.1.25 Fast-track design services	Not Included
§ 4.1.1.26 Multiple bid packages	Not Included
§ 4.1.1.27 Historic preservation	Not Included
§ 4.1.1.28 Furniture, fixtures, and equipment design	Included in Architect's Basic Services (see Exhibit A-1)
§ 4.1.1.29 Other services provided by specialty Consultants	Not Included
§ 4.1.1.30 Other Supplemental Services	See Below
§ 4.1.1.31 Site Survey Services	Owner
§ 4.1.1.32 Geotechnical Services	Owner
§ 4.1.1.33 Wetland Delineation Services	Not Included
§ 4.1.1.34 Environmental Testing and Permitting Services	Owner
§ 4.1.1.35 Construction Phase Material and Special Structural Testing and Inspection Services	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Paragraph deleted)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

Environmental testing and permitting includes, but not limited to, analysis of site for hazardous or regulated materials.

Geotechnical Services include, but are not limited to, soil borings and analysis and generation of Geotechnical Report.

Site Survey Services includes, but are not limited to, generation of ALTA survey.

Construction Phase Special Structural Inspections that are required by Code to be provided by an entity other than the Contractor including, but not limited to, concrete testing, rebar inspections, welding inspections, and soil bearing capacity testing shall be provided by an independent testing agency hired and paid for by the Owner.

Commissioning Services include, but are not limited to, HVAC and Lighting.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services as agreed upon by both parties in writing. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eighteen (18) visits to the site by the Architect during construction
- .3 One (1) on-site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) on-site observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Not Applicable.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall pay for necessary approvals, easements, assessments, permit fees, regulatory inspections and approvals, and charges required for construction use or occupancy of the permanent structure or for permanent changes in existing utilities.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. The Architect shall provide to the Owner an estimate of the Cost of the Work at the completion of the Schematic Design Phase, Design Development Phase, and the Construction Document Phase. Additional estimates requested by the Owner shall be provided as an Additional Services and compensated in accordance with article 11.

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3.. If the Owner chooses to proceed under Section 6.6.2, the Owner shall compensate the Architect for rebidding as an Additional Service pursuant to Section 11.3.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a

complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction located in Cass County, ND
- Other: *(Specify)*

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$25,000

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$50,000

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

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

§ 10.6 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sums:

- Seven and one-half percent (7.5%) of estimated construction cost, based on Item #3 – Subtotal Estimate of Construction Cost "Hard Costs" of the "Red River Regional Dispatch Center Budget Estimate" dated 02/07/2023.
- Additional Required Services:
 - Low-Voltage Technology Systems Engineering: Sixty Seven Thousand Five Hundred (\$67,500.00) Dollars.
 - Furniture, Fixtures and Equipment Design: Twenty Five Thousand (\$25,000.00) Dollars.

(Paragraphs deleted)

- The Owner shall provide to the Architect initial authorization to proceed with the provision of Schematic Design Phase Basic Services as defined in Section 3.2 and Exhibit A-1 for a lump-sum fee of \$114,750.00 plus reimbursable expenses.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 the Owner shall compensate the Architect as follows:

(Paragraph deleted)

Supplemental Services performed by the Architect's staff shall be compensated at the actual cost of the labor and materials required to provide the Supplemental Service plus ten percent (10%).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

Additional Services shall be negotiated prior to services being provided, either on an hourly basis using the Architect's standard hourly fee structure in effect at the time the services are rendered, or on a lump sum basis agreed upon in writing by both parties.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus

(Paragraphs deleted)

Ten percent (10%), or as follows:

§ 11.5 Not Applicable

(Table deleted)

§ 11.6 Not Applicable.

(Paragraph deleted)

§ 11.7 The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraphs deleted)

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

None

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One Percent (1.0%) per month

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Paragraph deleted)

It is intended by the parties to this Agreement that the Architect's services shall not subject Architect's or Architect's sub-consultant's employees, officers, or directors to any personal legal exposure for the risks associated with this Agreement. The Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Architect, and not against any Architect's individual employees, officers or directors, and Owner knowingly waives all such claims against Architect's individual employees, officers or directors.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
- .2 Other documents:

Exhibit A-1: Professional Services Fee Proposal – Phase 2

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

OWNER *(Signature)*

Chad Peterson, Cass County Commission Chair

(Printed name and title)



ARCHITECT *(Signature)*

Scott A. Blank, AIA NCARB
Director of Architecture

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

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 21:46:07 ET on 05/29/2023.

PAGE 1

AGREEMENT made as of the 5th day of June in the year 2023

...

Cass County
211 9th Street
Fargo, ND 58103

...

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

...

Building and site development for the 15,000 square foot Red River Regional Emergency Dispatch Center to be located in Fargo, ND

PAGE 2

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner intends to develop a new 911 emergency dispatch center to serve the Red River region. Programming for the facility has been completed as part of Phase 1 services for the Project.

...

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The proposed facility will be an approximately 15,000 square foot single story building and will include the following primary functional components:

- Space for up to 20 dispatch consoles
- Training room with space for 6 consoles
- Additional training space for 50 people
- Supervisor Offices adjacent to dispatch floor
- Administrative area including offices and meeting rooms
- Staff quiet area
- Locker and restroom area
- Lobby and reception area

- Staff lunchroom
- Server room
- The facility shall be compliant with NFPA 1221, 2019 edition

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(Provide total and, if known, a line item breakdown.)

A preliminary budget of Fifteen Million Three Hundred Ninety Thousand (\$15,390,000.00) Dollars has been identified as part of Phase 1 services for the Project, broken down as follows:

- Estimated Construction Cost (Hard Costs): Nine Million Three Hundred Nineteen Thousand (\$9,319,000.00) Dollars.
- Soft Costs: Six Million Seventy-One Thousand (\$6,071,000.00) Dollars.

...

To be determined

...

To be determined

...

To be determined

...

To be determined

...

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast track design and construction, multiple bid packages, or phased construction.)

Competitive Public Bidding

...

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None identified

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Ms. Mary Phillippi, ENP
Director – Red River Regional Dispatch Center
300 NP Avenue
Suite 206
Fargo, ND 58102
Telephone: 701-451-7684
Email: MPhillippi@RRRDC.com

...

To be determined

...

(List name, legal status, address, and other contact information.)

...

PAGE 4

Services to be provided by Owner .

Services to be provided as part of Architect’s Basic Services

...

Site Survey
Environmental

...

Brian Bergstrom, AIA
Project Manager
Short Elliott Hendrickson, Inc. (SEH)
3535 Vadnais Center Drive
St. Paul, MN 55110
Telephone: 952-215-8118
Email: bbergstrom@sehinc.com

...

(List name, legal status, address, and other contact information.)

...

Services to be provided as part of Architect’s Basic Services by SEH.

.2 Mechanical and Electrical Engineer:

KFI Engineers
670 County Road B West
~~.2 Mechanical Engineer:~~ St. Paul, MN 55113

.3 Design Assistance:

Architects Design Group
333 North Knowles Avenue
Winter Park, FL 32789

~~.3 Electrical Engineer:~~ .4 Security and Technology Design:

TLC Engineering Solutions, Inc.
255 S. Orange Avenue
Suite 1600

None

None
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~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage amounts listed below:~~

Each Occurrence.....	\$1,000,000
Damage to Rented Premises.....	\$100,000
Medical Expenses.....	\$15,000
Personal and Adv. Injury.....	\$1,000,000
Products Completed/OP AGG.....	\$2,000,000
General Aggregate.....	\$2,000,000

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. Not Used~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate amounts as listed below:~~

Each Claim.....	\$2,000,000
Each Policy Year Aggregate.....	\$2,000,000

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~~§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. ~~One~~~~

approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

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

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

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

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

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

...

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

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- 4 organizing and conducting the opening of the bids, with the Owners assistance, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, substitutions the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- 1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- 2 organizing and participating in selection interviews with prospective contractors;
- 3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

~~§ 3.5.3.3~~ If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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.1 conduct ~~inspections~~ observations of the Work to determine the date or dates of Substantial Completion and the date of ~~final completion~~; Final Completion

...

.4 issue a final Certificate for Payment based upon a final ~~inspection~~ observation of the Work indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

...

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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§ 4.1.1.1	Programming	<u>Completed as part of Phase 1 Services</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Completed as part of Phase 1 Services</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Completed as part of Phase 1 Services</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Included</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Included</u>
§ 4.1.1.8	Civil engineering	<u>Included in Architect's Basic Services</u>
§ 4.1.1.9	Landscape design	<u>Included in Architect's Basic Services</u>
§ 4.1.1.10	Architectural interior design	<u>Included in Architect's Basic Services</u>
§ 4.1.1.11	Value analysis	<u>Not Included</u>
§ 4.1.1.12	Cost estimating	<u>Included in Architect's Basic Services</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	<u>Not Included</u>
§ 4.1.1.14	Conformed documents for construction	<u>Included in Architect's Basic Services</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Included</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Included</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Included</u>
§ 4.1.1.18	Facility support services	<u>Not Included</u>

§ 4.1.1.19 Tenant-related services	<u>Not Included</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Included in Architect's Basic Services</u>
§ 4.1.1.21 Low-voltage technology systems engineering	<u>Included in Architect's Basic Services (see Exhibit A-1 for detailed description of services included)</u>
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Not Applicable	<u>Not Applicable</u>
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	<u>Owner</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Included</u>
§ 4.1.1.25 Fast-track design services	<u>Not Included</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Included</u>
§ 4.1.1.27 Historic preservation	<u>Not Included</u>
§ 4.1.1.28 Furniture, furnishings, fixtures, and equipment design	<u>Included in Architect's Basic Services (see Exhibit A-1)</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Included</u>
§ 4.1.1.30 Other Supplemental Services	<u>See Below</u>
§ 4.1.1.31 Site Survey Services	<u>Owner</u>
§ 4.1.1.32 Geotechnical Services	<u>Owner</u>
§ 4.1.1.33 Wetland Delineation Services	<u>Not Included</u>
§ 4.1.1.34 Environmental Testing and Permitting Services	<u>Owner</u>
§ 4.1.1.35 Construction Phase Material and Special Structural Testing and Inspection Services	<u>Owner</u>

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

...

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Environmental testing and permitting includes, but not limited to, analysis of site for hazardous or regulated materials.

Geotechnical Services include, but are not limited to, soil borings and analysis and generation of Geotechnical Report.

Site Survey Services includes, but are not limited to, generation of ALTA survey.

Construction Phase Special Structural Inspections that are required by Code to be provided by an entity other than the Contractor including, but not limited to, concrete testing, rebar inspections, welding inspections, and soil bearing capacity testing shall be provided by an independent testing agency hired and paid for by the Owner.

Commissioning Services include, but are not limited to, HVAC and Lighting.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement, as agreed upon by both parties in writing. The Owner shall compensate the Architect as provided in Section 11.2.

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eighteen (18) visits to the site by the Architect during construction
- .3 ~~(—) inspections~~ One (1) on-site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(—) inspections~~ One (1) on-site observations for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. ~~Not Applicable.~~

...

§ 5.16 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall pay for necessary approvals, easements, assessments, permit fees, regulatory inspections and approvals, and charges required for construction use or occupancy of the permanent structure or for permanent changes in existing utilities.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. The Architect shall provide to the Owner an estimate of the Cost of the Work at the completion of the Schematic Design Phase, Design Development Phase, and the Construction Document Phase. Additional estimates requested by the Owner shall be provided as an Additional Services and compensated in accordance with article 11.~~

...

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

...

- .2 authorize rebidding ~~or renegotiating~~ of the Project within a reasonable time;

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide ~~bid or negotiated proposal~~ exceeds the Owner's budget for the Cost of the Work ~~due to market conditions the Architect could not reasonably anticipate, the Work, the~~ Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section ~~11.3;~~ otherwise the Architect's services for modifying the Construction Documents shall be without additional

compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.11.3.. If the Owner chooses to proceed under Section 6.6.2, the Owner shall compensate the Architect for rebidding as an Additional Service pursuant to Section 11.3.

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[X] Litigation in a court of competent jurisdiction located in Cass County, ND

...
§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

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\$25,000

...

\$50,000

...
§ 10.6 ~~Unless otherwise required in this Agreement, the~~ 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.

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.1 Stipulated ~~Sum~~Sums:

(Insert amount)

- Seven and one-half percent (7.5%) of estimated construction cost, based on Item #3 – Subtotal Estimate of Construction Cost "Hard Costs" of the "Red River Regional Dispatch Center Budget Estimate" dated 02/07/2023.
- Additional Required Services:
 - Low-Voltage Technology Systems Engineering: Sixty Seven Thousand Five Hundred (\$67,500.00) Dollars.
 - Furniture, Fixtures and Equipment Design: Twenty Five Thousand (\$25,000.00) Dollars.

(Insert percentage value)

_____ ()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 ~~Other~~

(Describe the method of compensation)

- The Owner shall provide to the Architect initial authorization to proceed with the provision of Schematic Design Phase Basic Services as defined in Section 3.2 and Exhibit A-1 for a lump-sum fee of \$114,750.00 plus reimbursable expenses.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 ~~and for any Sustainability Services required pursuant to Section 4.1.3,~~ the Owner shall compensate the Architect as follows:

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

Supplemental Services performed by the Architect's staff shall be compensated at the actual cost of the labor and materials required to provide the Supplemental Service plus ten percent (10%).

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

Additional Services shall be negotiated prior to services being provided, either on an hourly basis using the Architect's standard hourly fee structure in effect at the time the services are rendered, or on a lump sum basis agreed upon in writing by both parties.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (—%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Ten percent (10%), or as follows:

§ 11.5 ~~When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:~~

Not Applicable

Schematic Design Phase

percent (—)

(%)

Design-Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

~~§ 11.6~~ When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. Not Applicable.

~~§ 11.6.1~~ When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
----------------------	---------------

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

...

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

None

...

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~% One Percent (1.0%) per month~~

(Include other terms and conditions applicable to this Agreement.)

It is intended by the parties to this Agreement that the Architect’s services shall not subject Architect’s or Architect’s sub-consultant’s employees, officers, or directors to any personal legal exposure for the risks associated with this Agreement. The Owner agrees that as the Owner’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Architect, and not against any Architect’s individual employees, officers or directors, and Owner knowingly waives all such claims against Architect’s individual employees, officers or directors.

...

.2 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
— *(Insert the date of the E203 2013 incorporated into this agreement.)*

.3 — Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

— AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)

— Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.2 Other documents:

.4 Other documents:
(List other documents, if any, forming part of the Agreement.) Exhibit A-1: Professional Services Fee Proposal – Phase 2

...

Scott A. Blank, AIA NCARB
Director of Architecture

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 21:46:07 ET on 05/29/2023 under Order No. 3104237059 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Project Manager
(Title)

May 30, 2023
(Dated)



Building a Better World
for All of Us®

June 5, 2023

RE: **Exhibit A-1**
Professional Services Fee Proposal
Red River Regional Dispatch Center
Phase 2 – Design and Construction
Services

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 Phase 2 - Design and Construction Phase Services for the proposed Red River 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 the professional services as outlined below on a percent of construction cost fee basis that would take the project from schematic design through completion of construction.

PROJECT UNDERSTANDING

The Red River Regional Dispatch Center (RRRDC) which includes the cities of Fargo, West Fargo, Moorhead and Cass and Clay Counties, is in the process of developing a new regional dispatch facility to serve these communities. SEH has engaged with the Client to provide Phase 1 Preliminary Services – Site Feasibility/Selection, Facility Programming, and Concept Design – and has completed those services as part of moving the project to Phase 2 – Design and Construction Services.

The RRRDC facility has been programmed and includes the primary components outlined below – refer to Plan Diagram – Option 6C for additional information:

- Lobby and reception area
- Dispatch floor and dispatch training space
- Additional training space
- Administrative area including offices and meeting rooms
- Staff quiet area
- Locker/restroom area
- Building systems support and maintenance area

The RRRDC Facility site has been selected and is approximately 2.75 acres (119,500 sf) in size, located on the Sanford Medical Center grounds in Fargo, ND.

- The property is owned by Sanford Health and will be leased to the Client for development of the project.
- Existing access to the site may require modifications to accommodate the proposed development.

Assumptions:

1. The proposed building will be approximately 15,000 sf in size and will be a single-story structure.
2. The project scope includes design of a central utility plant which will be located adjacent to the proposed building.
3. Site Feasibility/Selection, Programming and Concept Design services have been provided by SEH under a separate Phase 1 contract.
4. This proposal will be incorporated into an AIA B101 Contract for Professional Services between SEH and the Client.
5. Site survey and geotechnical engineering services will be provided by the Owner.
6. Storm shelter third party design review services will be provided by the Owner if required.
7. Building and systems commissioning services will be provided by the Owner.
8. Environmental engineering services are not included as part of this proposal.
9. Existing site utilities are assumed to be of capacities that will accommodate the proposed building.
10. This proposal assumes a conventional foundation design consistent with good soil conditions.
11. The site is not located in a flood zone.
12. The Client will provide specialized equipment specifications and design requirements to SEH for use in developing the design of building systems.
13. The facility will be designed in compliance with NFPA 1221, 2019 edition.
14. The facility will be designed as an emergency storm shelter and will be designed in compliance with ICC 500, 2020 edition.
15. On-site communications towers will not be provided as part of the project scope and are not included as part of this proposal.
16. The construction of the project will be conducted as a single-phased approach; construction is anticipated to be 18 calendar months in duration.
17. Permitting services are limited to one round of review through the City of Fargo plan review process; Additional agency approvals required for the project are not included as part of this proposal but can be provided as needed as an additional service to this proposal.
18. Planning/zoning and site entitlement approvals are not included as part of this proposal but can be provided as needed as an additional service to this proposal.
19. Specialty consultant services and reimbursable expenses required for the project will be billed at cost plus a 10% markup.

SCOPE OF SERVICES

SEH proposes to provide Phase 2 Services - Schematic Design, Design Development, Construction Document, Bidding, Permitting, Construction Administration and Project Closeout services for the proposed Dispatch Center project. Basic design services are anticipated to be required from the following areas of expertise:

- Architecture
- Interior Design
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Architecture

Schematic Design

Identification and development of preliminary site and building layout for the proposed project based on information generated as part of Phase 1 activities. This phase includes bi-weekly remote/virtual review meetings for review of progress, and one in-person client design review meeting for feedback and refinement of generated work with generation of associated meeting notes. Also included are project management activities and overall project team coordination and administration.

Tasks include the following:

- Coordination with local municipal, code, and utility entities
- Confirmation of local utility requirements and capacities
- Preliminary building code analysis
- Refinement of preliminary site plan including site/building layout, grading, site and building access, utilities, paving, and parking.
- Generation of preliminary stormwater management plan
- Generation of preliminary building floor plan
- Generation of preliminary exterior elevations with proposed preliminary materials and colors
- Two exterior 3-Dimensional renderings of the proposed building.
- Preliminary identification and recommendations for structural framing, mechanical, plumbing, and electrical systems
- Preliminary identification and recommendations for low-voltage technology systems
- Development of one estimate of probable project cost.
- General team coordination and administration

Design Development

Continued generation of building and site design documents in accordance with design intent based on Owner's program. Included will be identification and selection of all major site and building systems, layouts, materials, and finishes. This phase includes bi-weekly remote/virtual review meetings for review of progress, and one in-person client design review meeting for feedback and refinement of generated work with generation of associated meeting notes. Also included are project management activities and overall project team coordination and administration.

Tasks include the following:

- Refinement of design layouts with general notes for site, grading, stormwater, utility, and paving plans
- Refinements of floor plan layouts with general schedules, including storm shelter design
- Refinements of interior finish materials and colors
- Review of furniture systems and layouts
- Design layouts with general notes for exterior elevations, wall sections, roof plans, and ceiling plans
- Confirmation of proposed structural foundation systems based on geotechnical information
- Design layouts with general notes for structural foundation and framing systems
- Design layouts with general notes for building HVAC, plumbing, and fire protection building systems
- Design layouts with general notes for building power, lighting, fire alarm, and controls systems, including equipment schedules
- Design layouts with general notes for low-voltage technology systems, including equipment schedules as applicable
- Development of one estimate of probable project cost.

Construction Documents

Generation of detailed architectural, interiors, structural, mechanical, plumbing, fire protection, electrical, low-voltage technology, and civil, construction drawings and specifications. Construction document package will be prepared for submitting to governing authorities for plan and agency reviews and issuance of permits, and for issuance to contractors for construction pricing. Final documents will be consistent with Client requirements based on decisions and approvals made through the previous design phases of the project.

This phase includes two document review meetings with the client for feedback and refinement of generated work with generation of associated meeting notes. Also included are project management activities and overall project team coordination and administration.

Deliverables include the following:

- Project manual including front end and technical specifications

- Building code analysis for code compliance review and approval by Authorities Having Jurisdiction (AHJ)
- Architectural building floor, ceiling and roof plans
- Storm shelter design details
- Exterior building elevations and details
- Building and wall sections and details
- Interior elevations, finish material schedules and details
- Interior building details
- Final selection of furniture systems
- Structural foundation and framing plans, details and schedules
- HVAC and plumbing plans, details and schedules
- Fire protection plans, details and schedules
- Power and lighting plans, details and schedules
- Low-voltage technology plans, details and schedules
- Electrical schedules and details
- Civil site plan, details and schedules
- Grading and drainage plans and details
- Stormwater management plan
- Utility and paving plans and details
- Development of one estimate of probable project cost.
- Final construction drawings and specifications at 100% completion

Permitting

Preparation of certified documents for submittal to appropriate governing authorities for approvals and issuance of site and building permits. Activities include:

- Submission of certified plans, specifications, calculations and forms to appropriate governing authorities.
 - Plan review submittal fees are not included as part of this proposal and will be invoiced to the Client as a reimbursable expense.
- Provision of written response to plan review comments in the securement of required permits, including issuance of addenda to adjust construction documents as required.

Bidding Assistance

Preparation of bid documents for distribution to bidding contractors. Assistance will be provided to administer the public bid process for contractor selection and generation of construction contracts. Activities include:

- Preparation, submittal and issuance of Advertisement for Bids.
 - Advertising costs are not included as part of this proposal and will be invoiced as a reimbursable expense
- Distribution of bid documents to bidding contractors.
- Organizing and conducting Pre-Bid Meeting with bidding contractors.
- Responding to bidder's questions, providing clarifications to bid documents, and issuance of addenda as needed.
- Review of Request for Substitution submissions.
- Attendance at bid opening and compiling contractor bids for review.
- Bid evaluation and preparation of recommendations for contractor selection.
- Preparation of draft contracts for construction with selected contractor.

Construction Administration

Administration of the Contract between the Client and the Contractor for the construction of the project. Activities include:

- Organizing and conducting Pre-Construction Meeting with the contractor.

- Answering field questions and providing additional information to contractor as required during the course of construction.
- Review and response to contractor-issued RFI's.
- Review of shop drawings, product data and other submittals as designated by the contract documents.
- Review and certification of monthly contractor pay requests.
- Review of proposed contractor change orders.
- In-person attendance of Architect at bi-weekly construction meetings conducted by the contractor.
- Punchlist inspections and generation of punchlist reports for issuance of Certificates of Substantial Completion and Final Completion.

Project Closeout

Completion and closeout of the Contract between the Client and the Contractor. Activities include:

- Receipt of contractor closeout materials
- 11-month facility performance review
- Equipment/systems startup and changeover activities are not included as part of this proposal, but can be provided as needed as an additional service to this proposal.

SERVICES NOT INCLUDED

(may not be all-inclusive)

1. Building and site redesign efforts conducted after the Schematic Design phase
2. Value engineering
3. Energy Modeling
4. Acoustical engineering services
5. Noise abatement/Acoustical studies
6. Communications tower design
7. Environmental testing and engineering
8. Contaminated soils remediation
9. Geotechnical engineering and soil borings
10. Design of soils correction and deep foundations
11. Site survey services
12. Equipment bidding and procurement
13. City/county council and board review meetings
14. Planning/zoning approvals and city/county entitlement activities
15. Permitting fees
16. Health department approvals
17. Special Inspections
18. As-built drawing generation
19. Move management activities
20. Equipment/systems startup and changeover activities
21. Building and systems commissioning services
22. Storm shelter third party design review services
23. Project closeout activities beyond what is defined in this proposal
24. Additional site visits beyond those defined in this proposal

SCHEDULE

The services provided in this proposal shall be performed as expeditiously as is consistent with the orderly progress of the Work. The project schedule shall include allowances for periods of time required for Owner reviews and for approval of submissions by Authorities Having Jurisdiction over the Project. It is anticipated that the schematic design phase will be complete in approximately 8 weeks from receipt of a signed copy of this Agreement.

A schedule will be developed for subsequent phases of the project upon client's authorization to move beyond the schematic design phase.

PROJECT FEES

We propose to provide the professional services for the Schematic Design Phase services for a lump sum fee of \$114,750 plus reimbursable expenses.

This Agreement will be amended to include the additional fees for the remainder of the design, bidding, permitting and construction administration phases upon authorization of the client to proceed with subsequent phases of the project.

We are prepared to begin providing the services outlined in this proposal upon execution of the AIA B101 Contract for Professional Services between SEH and the Client. 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

RED RIVER REGIONAL DISPATCH CENTER
Authority Board Meeting
Thursday, May 11th, 2023 1000hrs
Cass County Courthouse, 211 9 St S, Fargo, ND
Commission Room 105W

I. MEETING CALLED TO ORDER by Cass Commissioner Peterson at 1001hrs

Present:

RRRDC Director Mary Phillippi
Cass Commissioner Peterson
West Fargo Mayor Dardis
Moorhead Commissioner Nelson
Clay Commissioner Ebinger
Clay Commissioner Campbell
Fargo Commissioner Kolpack

Brian Bergstrom – SEH

Also, in Attendance:

Amanda Glasoe, RRRDC
Cass Co Administrator Robert Wilson
Clay Co Administrator Stephen Larson
Fargo IS Ron Gronneberg
City of Fargo Attorney Nancy Morris
Tracy Peters – Cass County (Virtual)
Wendy Reuer – Fargo Forum (Virtual)

Virtual:

Fargo Mayor Mahoney
Cass Commissioner Scherling

II. APPROVAL OF AGENDA

Approval of May 11th, 2023 Agenda.

Commissioner Campbell made a **motion to approve the agenda**; Mayor Dardis seconded the motion. No Discussion. All approved amended motion; **motion carried**.

III. APPROVAL OF APRIL 13TH AUTHORITY BOARD MINUTES

Commissioner Kolpack made a **motion to approve the agenda**; Commissioner Ebinger seconded the motion. No Discussion. All approved, **motion carried**.

IV. SEH FACILITY PLAN UPDATE – BRIAN BERGSTROM

Revised facility plan review - removing meeting room -cost savings of \$224,000, approx. 400 sq. ft. removed from the building. Only changes on facility plans aske to look at.

Discussion: Mahoney asked if there were ways to look at material to help decrease cost per sq. foot. Bergstrom said there are a number of things to look at to bring cost down. Peterson isn't convinced that the cost will be as high due to previous experience with jail project. Thinks builders will be aggressive with bids and/or could design a portion to be an alternate option. Peterson believes similar experience of that with the jail will happen with dispatch center. Peterson believes this project needs to evolve into the next stage. Phillippi remained cautious about making it too small or taking away areas needed. Employee survey priorities are kitchen and de-stress rooms and Phillippi believes that needs to be recognized as employees are not allowed to leave and there is high stress associated with the work. Phillippi stated employees need space to be alone and need

adequate space to prioritize mental health. Meeting room has been cut out, do need a training room for staff meetings as well as space to bring people in on the non-secure side for interviews, hiring, etc. Server and UPS room does not include fire suppression, when it was requested and there are some things that can be tweaked when getting down to specifics. Peterson agrees with comments from Phillippi, by time get pinned down to include all items, believes bids will come in aggressively and is optimistic that between management team, designers, and builders to be, will get everything within budget. Phillippi stated that much of the building isn't the cost, it's what is inside the building that is the cost, systems needed to take 9-1-1 calls.

Peterson asked what action Director Phillippi needed the board to take. Phillippi would like the Board to move forward with the project. Bergstrom and Phillippi discussed design process, can move with smaller steps to get floor plan, schematic design versus current bubble diagram. Peterson agrees that need to move forward.

Ebinger asked how critical it was to have the lot determined to move forward -site location relative to building design. Bergstrom stated taking the next step not extremely critical but at some point, will be. Campbell asked to what level of confidence is the price projected. Peterson felt this is worst case scenario, nobody to build project, material costs, inflation, etc. Peterson believes there will be cost savings.

Campbell agrees with comments Phillippi made about cutting back on dispatcher areas and feels cuts wouldn't be good – does think site selection is important. Years out the number of dispatchers is significantly more and along with site selection it's important for the ability to expand.

Peterson – recommends the committee advise management team to take next step towards schematic design. Ebinger second. Discussion: Mahoney suggested to look at what it means in worst case scenario, financial commitments cities would need to make and would need to look at and go to State of ND and apply for loan for shortfall – look at side by side and the financial commitments ND cities would need to make. Dardis believes 1st order of business to select site.

Peterson requests to move onto move to item V to review site selection. No objections

➤ **Returning discussion following item V – Facility Site:**

Wilson: Recollection is proposed updated agreement which was never signed/authorized. May require new scope of work. Peterson – what would it take to proceed – Bergstrom have presented a contract and could break down, schematic design scope in there and can move forward with schematics.

Ebinger – at a point where we know this will give information needed to know what we can get, cost, timeline.

Dardis commented anxious to see drawing in placement of public works building, land placement.

Motion (management team to take next step towards schematic design) passes

Written proposal needed but can proceed. Original contract with Cass County – will continue on that path. Phillippi and Mr. Wilson will proceed. Phillippi – JPA states construction is delegated to Cass County.

Peterson – Remains with the authority board, county commission can elect to proceed with Bergstrom and work with Fargo legal team.

Nancy Morris – looking at agreements for the land, additional documentation needed. Peterson asked if see additional stress, Morris stated no.

V. FACILITY SITE

Phillippi was tasked to look three sites that have city/county property: Cass Count Jail, soon to be built Fargo Fire Station 8, Public Safety Building.

Reviewed radio connections, 911 telephone connections, fiber – 3 major systems needed at each location.

Radios – all sites acceptable but didn't appear to be anything out of range.

911 telephone connectivity – Lumen willing to work with RRRDC to come up with pricing that works.

Fiber – Fiber best at Fargo locations (FFD, PSB), no fiber yet for jail but can be brought in.

RRRDC Employees – Cass Jail with PSB close second, and distant third was FFD.

Executive Committee Review – Recommendation was Public Safety Building site.

Committee had serious concerns about jail location due to employee safety, railroad lines nearby, and air flight path. FFD location concerns related to distance and distance for MN partners. PSB railroad nearby does not carry hazardous material, is slow moving, carrying lumber, coal, grain – little concern about derailment. PSB is known to have good neighbors in the neighborhood. PSB building has high usage so it wouldn't be openly available for RRRDC use but parking lot would be available for overflow.

SEH – no red flags on any locations, reviewed at high level. Each have ample space, comes down to utility cost and ease of access.

Discussion:

Nelson – pertaining to PSB, is there room for expansion? Yes – on the ES of current building and very lot has ample room. Phillippi added concerns for jail were space for expansion due to jail expansion needed.

Mahoney confirmed that executive recommended public safety building, Phillippi confirmed.

Mahoney motions to move forward with Fargo PS Building, Ebinger second

Discussion – Ebinger commented that Executive Committee was owed deference, needs to have a feeling of ownership and they have familiarity with these locations and feels it's important to respect their input. Disappointed that jail not suitable due to safety concerns, was hopeful for cost savings.

Campbell – glad to get information from executive committee, thought jail would be front runner, made sense, convenient. Concerns with ability to expand at jail a concern, will need more dispatchers and more jail space. When see concerns about expanding, want to avoid being in that position. Site selection is important, supports motion. Peterson will not support motion– no concerns with site expansion, railroad is some miles away from in everything in town. Savings is a no brainer, budgets constrained. Scherling – hearing some of safety concerns from jail site – how do they compare to safety concerns for other sites. Would like to compare, issues with both sites. Mahoney commented PSB has fire station, industrial area, safety concerns for staff, did not think about prisoners coming from the jail. Will hope with cost savings and more inclined to go to PSB. Scherling asked, wouldn't the jail site be safer due to jail staff on scene? Mahoney commented those people would be outside jail, in not secure areas. PSB not public traffic, have fire personnel in area.

Roll Call Vote:

Peterson – No	Kolpack – Yes
Mahoney – Yes	Ebinger – Yes
Dardis – No	Nelson – Yes
Campbell – Yes	Carlson – Absent
Scherling – No	Simmons – Absent

Peterson advises motion passes 4-3 (upon completion of meeting minutes, roll call vote tally is 5-3)

Discussion:

Scherling asks if during a deeper dive, reevaluate choice if something discovered. Peterson confirmed, but would be shocked if something is found. These sites are city/county owned so moving forward is easier. Campbell – soil borings first examined as next step. Peterson – generalizing one of the sites out there would have hit something already. PSB would have already identified. Soil borings are extremely expensive.

VI. COMMITTEE REPORTS

a. BUDGET AND FINANCE COMMITTEE – Brandy Madrigga

The Finance Committee met May 10th, Nelson
 Fiscal agent transition from COF to Cass County – extend from July 2023 to Jan 2024.

Recommendation to move forward with that notice:

Motion in packet – Kolpack / Ebinger, no discussion Motion Passes

2024 budget reviewed and moved to present at today's meeting.

Phillippi 5.83% increase of budget, most comes from personnel, 3.7 COLA, asked to provide previous colas for employees. RRRDC formula. Average of 2023 for agencies is 2024 COLAs.

Two items added – executive and budget and finance agreed – resiliency stress therapy, \$10,000, \$8500 for radio consolette for interoperability.

Motion: Commissioner Scherling recommends the draft budget be approved today, presented tomorrow to be reviewed by authority board for approval in June

Peterson – regarding mental health, ability to create a synergy. Phillippi answered \$10,000 was first estimate given, don't expect it to be any more. Fargo Fire and Police using as well and requiring once a year check in. Peterson recommends Phillippi discuss with Cass HR team to determine if synergy is available.

Budget is informational only today. Dardis complimented Phillippi on detail and grasp on budget, reassuring that she understands her budget.

b. EXECUTIVE COMMITTEE –

Executive Committee held special meeting on May 9th. Sheriff Empting unable to attend – Phillippi reviewed information discussed and provided related to site, also consulted with them on budget.

No other business.

VII. ADJOURNMENT Kolpack/Ebinger second - **Meeting adjourned.**

Next Meeting: Thursday, June 8th, 10:00am at Cass County Commission Room 105W

Meeting minutes by: Amanda Glasoe, RRRDC

Dispatch Center, including fixtures, furniture, and equipment (FF & E) subject to the terms and limitations of this Article.

Section 24.03 CONSTRUCTION DELEGATED TO CASS COUNTY. It is anticipated that the **New Dispatch Center** will be constructed within the State of North Dakota. **Cass County**, therefore, is requested and authorized to undertake the task of acquiring the land where the **New Dispatch Center** is to be located, to undertake the process of preparing the project so that bids for construction may be solicited, and to undertake all matters necessary for construction of the **New Dispatch Center** and for acquisition and installation of FF & E. This Section shall be deemed to constitute the authorization, as contemplated in Section 16.07, for said **New Dispatch Center**.

Section 24.04 COST SHARE. The maximum share of cost for land acquisition and **Total Cost of Construction** to be borne by the **Minnesota Member Entities** may not exceed the lesser of the following: (a) Twenty-Five Percent (25%) of the sum of the cost of land acquisition and the **Total Cost of Construction**, as defined below, or (b) \$2,500,000. The remainder of said costs shall be borne by **Cass County**. As to the said **Minnesota Member Entities**' cost share, **Clay County** will contribute Sixty Percent (60%) of the said maximum cost share—up to a maximum of \$1,500,000—and the **City of Moorhead** will contribute Forty Percent (40%) of said maximum cost share—up to a maximum of \$1,000,000.

- (a) The term “**Total Cost of Construction**” shall be the sum of the following project elements:
 - (i) All design professional fees, including architectural and engineering fees, including related costs.
 - (ii) All publicly-bid components of construction, including the lowest apparent bid for the general contractor, the electrical contractor, and the mechanical contractor or, in the alternative, the lowest apparent combined bid if applicable.
 - (iii) All estimates or bids for FF & E as well as for digital hardware for dispatch consoles and supporting equipment but not including costs of operating software, such as under the **Software Maintenance Agreement**, which costs shall be part of the annual operating costs for the **New Dispatch Center**.
 - (iv) Where actual fees or bid prices or costs are not yet known, a reasonable estimate shall be used for purposes of this calculation.
 - (v) Any other costs or categories of cost that are identified by the **RRRDC Authority Board**.
- (b) To the extent that land for the **New Dispatch Center** is acquired by long-term lease, payments made to the landlord under such lease and payments to third parties under such lease, such as taxes, insurance premiums, utility charges, and the like, shall be treated as annual operations costs and, therefore, shall not be treated as a cost of construction and, therefore, shall not be included in the **Total Cost of Construction**.