

# Bismarck *Department of Public Works*

## MEMORANDUM

TO: Jason Tomanek – Assistant City Administrator

FROM: Jeff Heintz – Public Works Service Operations Director 

DATE: June 8, 2016

RE: Consent Agenda Item – Request Commission Approval to Accept Contract from J2 Studio for the City of Bismarck Police Station Storage Building Design, Contract Documents, Bidding, Contract and Construction Administration

Please place on the June 14<sup>th</sup>, 2016, Board of City Commissioner meeting consent agenda the request for approval to accept the contract from J2 Studio for the City of Bismarck Police Station Storage design and construction administration.

An RFQ was released in February of 2016 and a review committee selected J2 Studio to provide architectural and design and construction consulting needs for this project.

We have been working with J2 Studio to create a contract for this portion of the project which is attached for your review prior to the commission meeting. This contract is for the Design, Contract Documents, Bidding and Contract Administration for the Police Department Storage Building for the Impound Site and its site modifications. This building will allow separation of general storage from Evidence storage to simplify access for maintenance staff and to provide greater flexibility in storing large items of evidence such as vehicles when they need to be stored inside. The services include structural engineering for the foundation and framing, electrical engineering for lighting and power and civil engineering for site development and storm water permit application. Adjustments to surfaced areas and fenced areas will be addressed as well.

This is a continuation of the space needs study recently completed in 2015 for storage for the Police Department.

The contract amount for this project is not to exceed \$27,880.

I will be present at the City Commission meeting to respond to questions the Board may have regarding this matter. Please contact me if you have questions or require additional information.



**AIA**<sup>®</sup>

# Document B105<sup>™</sup> – 2007

## *Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project*

AGREEMENT made as of the Sixth day of June in the year Two Thousand Sixteen  
*(In words, indicate day, month and year.)*

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

City of Bismarck  
221 N. 5th Avenue  
Bismarck, ND 58501  
Telephone Number: (701) 355-1300

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

J2 Studio Architecture + Design, PC  
925 Basin Avenue, Suite #5  
Bismarck, ND 58504  
Telephone Number: (701) 255-1622  
Fax Number: (701) 223-8927

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

City of Bismarck Police Station Storage Building Study  
700 South 9th Street  
Bismarck, ND 58504

Design, Contract Documents and Construction Administration for the new cold storage building to be constructed near the existing evidence storage building. New cold storage building shall be approximately 3,200 SF with a storage mezzanine of approximately 450 SF

The Owner and Architect agree as follows.

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Structural – CW Structural  
Electrical – Apex Engineering  
Civil - Swenson Hagen

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

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

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

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

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

## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

#### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

\$27,880; Lump Sum + Expenses. Refer to attached Fee Proposal.

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

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent ( 10.00 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Forty-five ( 45 ) days after the invoice date shall bear interest from the date payment is due at the rate of One and one-half percent ( 1.50 %) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within Twenty-four ( 24 ) months of the date of this Agreement through no fault of the Architect.

#### ARTICLE 7 OTHER PROVISIONS

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

1) Contract is for contract documents based on preliminary design developed in the study.

2) Insurance. Architect shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.

b. Professional errors and omissions, including that "tail coverage endorsement" which is currently carried by the Architect, with minimum liability limits of \$1,000,000 per occurrence and in the aggregate. If Architect changes carriers, then such tail coverage endorsement must be for a three year period of time.

c. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.

d. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.

3) Contract includes site survey and storm water management plan.

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

OWNER

ARCHITECT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

James Devine, AIA, NCARB, LEED-AP, President

\_\_\_\_\_  
(Printed name and title)

Init.

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James Devine, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:40:10 on 06/06/2016 under Order No. 3970743225\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

PRESIDENT

(Title)

6/6/16

(Dated)

# FEE PROPOSAL

June 6, 2016



City of Bismarck  
Police Station Storage Building  
Bismarck, North Dakota

Contract Documents, Bidding, Construction Administration

Architect	Lump Sum
Architecture - Lump Sum	\$10,500
<b>Total Architect :</b>	<b>\$10,500</b>
<b>Structural Engineer</b>	
Structural (lump sum)	\$7,920
<b>Total Structural Engineer</b>	<b>\$7,920</b>
<b>Mechanical Engineer</b>	
NOT INCLUDED	\$0
<b>Total Mechanical Engineer</b>	<b>\$0</b>
<b>Electrical Engineer</b>	
Electrical (Lump sum)	\$4,510
<b>Total Electrical Engineer</b>	<b>\$4,510</b>
<b>Civil Engineer</b>	
Civil (Lump sum)	\$4,950
<b>Total Electrical Engineer</b>	<b>\$4,950</b>
<b>Grand Total Design Services</b>	<b>\$27,880</b>
<b>Office Expenses</b>	<b>Total</b>
Printing, travel and office expenses (estimate)	\$500
<b>Subtotal Office Expenses:</b>	<b>\$500</b>