

Rapid City Geographic Information System





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Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the Third day of August in the year of Two Thousand and Five

BETWEEN the Owner:
(Name and address)

City of Rapid City
300 6th Street
Rapid City, SD 57701

and the Architect:
(Name and address)

TSP, Inc.
600 Kansas City Street
Rapid City, SD 57701

For the following Project:
(Include detailed description of Project, location, address and scope.)

43rd Court Water Main Reconstruction
Surveying, design, and construction administration required for reconstruction of water
main on
43rd Court from the intersection with West Main to the end of the cul-de-sac
Rapid City, SD

The Owner and the Architect agree as set forth below.
See letter attached dated August 3, 2005

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

See attached letter dated August 3, 2005 for complete list of services to be provided

Method and means of compensation

See attached letter dated August 3, 2005 for compensation details

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4 ARBITRATION

§ 4.1

§ 4.2

§ 4.3

§ 4.4

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party 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.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. 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.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4.

§ 5.4 Termination Expenses shall be computed as actual costs required to terminate contract.

.1

.2

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and 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 Owner and Architect.

§ 6.5 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.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7: PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

(Paragraphs deleted)

- .4 reproductions;
- .5 postage and handling of documents;
- 10 Precision Surveying and AET shall be treated as a reimbursable expense for actual time on services performed.

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8: BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF zero (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:
(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

For Design and Construction Services on an hourly basis with hourly rates in accordance with the attached "Manhour Projections Estimate" with a not-to-exceed amount of Nine Thousand Nine Hundred and Sixty Five Dollars and no cents (\$9,965.00) including reimbursable expenses but not including taxes.

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of one point one zero (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty-one (31) 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 interest agreed upon.)

Rate of Interest - ten percent (10%)
(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 OTHER CONDITIONS

N/A

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

OWNER

(Signature) _____ Date _____
Jim Shaw, Mayor
(Printed name and title)

ARCHITECT

(Signature) Robert Morcom Date 8/3/2005
Robert Morcom, Principal
(Printed name and title)

(Signature) _____ Date _____
Jim Preston, Finance Officer

(Signature) Stacey Titus Date 8/3/05

Concurrence

Stacey Titus, City of Rapid City, Project Manager

Approved As to Form
City Attorney's Office

(Signature)

Attorney

Date



To Solve. To Excel. Together

600 Kansas City St
Rapid City, SD
57701-2712

phone (605) 343-6102
fax (605) 343-7159

www.teamtsp.com

Architecture

Engineering

Construction

August 3, 2005

Mr. Stacey Titus
Engineering Division
City of Rapid City
300 Sixth Street
Rapid City, SD
57701-2724

RE: 43rd Court Water Main Reconstruction
CIP 50606
Project #W05-1529
TSP #03040359

Dear Mr. Titus:

The following is a description of the services we will provide for the design of the 43rd Court Water Main Reconstruction Project #W05-1529, CIP 50606.

Survey

Design surveying will include the following basic tasks:

1. Topography survey of the area within 43rd Court from the intersection with West Main to the end of the cul-de-sac. The survey limits will be to the back of the sidewalk.
2. Set control for future construction staking
3. Identify all utilities within the survey limits as marked by 1-Call and/or identified by the City of Rapid. The sanitary sewer will be located to show all inlet and outlet and rim elevations and will include the manholes outside the project limits that are necessary to establish the existing sanitary sewer grade
4. Location of all services as per City of Rapid City water/sewer cards and as identified by 1-Call.
5. Establish control for the project based on existing City GIS data within the project area and assuming information is adequate for survey control
6. Identify the property boundary in the location of the proposed new fire hydrant.
7. Identify the CMP storm sewer pipe including the invert elevations

Marshalltown, IA
Minneapolis, MN
Rochester, MN
Omaha, NE
Rapid City, SD
Sioux Falls, SD
Sheridan, WY

8/3/2005

1



Design

The following will be included in design of the project:

1. Provide a preliminary opinion of probable costs
2. Provide plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
3. Define geotech scope and provide resistivity tests to determine cathodic protection requirements
4. Provide topo survey, [establish land ties and bench marks, locate property corners, and field locate all existing utilities]. At least two control points at each end of the project shall be tied vertically and horizontally to the existing City of Rapid City Area Monuments Control utilizing the state plane coordinate system. Topographic survey and design layout shall utilize a local datum tied to at least one of the Rapid City Area Monuments tied control points. *(This assumes there is adequate information for survey control based on existing monuments within close proximity of the site and existing property corners)* Scale of plan & profile sheets, 1" = 20' Horiz., 1" = 5' Vert. Construction staking information shall include either of the following formats:
 - a. On the Plans
 - Station, offset and coordinates of all PC's, PI's, PT's, and any angle points
 - Curve data
 - Station, offsets and coordinates for all items of work requiring field staking
 - Coordinates and description of intervisible control points
 - b. In tabular format on a plan sheet
 - Coordinates and description of intervisible control points
 - Curve data
 - Coordinates of all items of work requiring field staking
 Benchmark information shall be provided on each sheet.
5. Verify sizing of new waterline including the location of a new fire hydrant.
6. Prepare preliminary layout of waterline including location of hydrants, service ties, curb stops, etc.
7. Prepare general sequence of construction requirements
8. Develop plan sheets to indicate traffic control for the project.
9. Develop general note sheet referenced to the Standard City Specifications, but with specifications particular to this project highlighted on this sheet. This includes a list of submittals.

10. Develop a standard details sheet utilizing standard details provided by the City.
11. Prepare a final opinion of probable construction costs.
12. Prepare permits required for project.
13. Prepare easements for the project, only if there is adequate fee remaining in the proposed budget.
14. Attend meetings including the kick-off meeting, preliminary design meeting, and 95% Plans / Specifications review.
15. Provide submittals Preliminary Design Report, 95% and 100% Plans and Specifications.
16. Deliver the following:
 - Construction plans on 22"x34" mylar for printing by the City
 - Construction plans on CD in AutoCAD Release 14 format or newer.
 - All topographic, control, and design points in the .dwg file and in tabular format, both on disk and on a hard copy print-out
 - Complete specifications on disk in Word 97 format for printing by the City
 - A unit price cost estimate on disk in Excel 97 format

Bidding Phase

Attend the Pre-bid conference, prepare any addendums for the project, and assist City in evaluating bids. Bid tabs will be prepared by the City.

Construction Phase

During construction administration services, as indicated below:

1. Attend preconstruction conference
2. Review shop drawings and submittals
3. If project budget allows, provide construction observation as requested.

Project Schedule

Based on approval of the Council by 8/15 and notice to proceed by 8/16, we will prepare the plans for a completion date of 9/14, an anticipated advertising date of 9/17 and bid on 9/28/2005.

With this as a basis, TSP will bill you monthly on an hourly not to exceed maximum of **\$ 9,965.00, including reimbursable expenses.** Services performed by Precision Surveying and American Engineering and Testing will be treated as a reimbursable expense.

The total cost will not be exceeded unless there is a change in the scope of work that is mutually agreed upon by both parties. Appropriate taxes are not included and will be billed in addition to fee identified above.

If the following proposal meets your satisfaction, please sign the Standard form of Agreement and return a copy for our records.

Thank you for the opportunity to provide our services to the City of Rapid City.

Very truly yours,
TSP, Inc.

A handwritten signature in black ink, appearing to read "Robert Morcom". The signature is written in a cursive style with a large, looping initial "R".

Robert Morcom, P.E.
Principal

Attachments

DATE:7/29/2005								PW080905-06
RE: 43 rd Court Waterline Reconstruction								
CIP 50606								
Project Number W05-1529								
ESTIMATED MANHOURS								
PREPARED BY: TSP, INC.								
TSP NO. #03050458.PP								
PREPARED FOR: City of Rapid City Engineering Division								
		TSP			Precision Surveying		AET	
DESCRIPTION	PM	PE	CADD	RLS	CADD	SC		
A. SURVEYS								
Computations								
One-call meeting		1						
Property Corner Search				4				
Legal/Boundary/ROW				2				
Horizontal / Vertical Control				2			2	
Topo Survey							16	
Draft base map / Review & Edit		1				10		
Easements(TBD)								
Sub-Total hours	0	2	0	8	10	18	0	0
						36		0
B. PRELIMINARY DESIGN(35%)								
Misc. Meetings	1	1						
Geotechnical Investigation								
Prepare cathodic recommendations		2						
Cover Sheet				2				
General Note Sheet								
Survey Control Sheet		1		2				
Traffic Control Sheet								
P/P Water & Sewer Layout	1	7		12				
Pavement Removal Sheet								
City Standard Details								
Utilities Research/prop.utility alignments								
Water system-- Fire Flow		2						
Prelim. Cost Estimates		1						
Review								
Sub-Total hours	2	14	16	0	0	0	0	0
						0		0
C. Final Design (95% - 100%)								
Misc. Meetings	1	1						
Cover Sheet				1				
General Note Sheet		4		1				
Survey Control Sheet				1				
Traffic Control Sheet		1		4				
P/P Water & Sewer Layout	1	10		14				
Pavement Removal Sheet		1		2				
Misc Details		1		2				
City Standard Details		1		2				
Specifications/Bid Documents/Cost Est		4						
Review	1	1						

DESCRIPTION	TSP				Precision Surveying PW080909-06		AET
	PM	PE	CADD	RLS	CADD	SC	
	3	24	27	0	0	0	0
TOTAL DESIGN HOURS	5	40	43	8	10	18	0
D. BIDDING							
Prebid conference*		1					
Misc. addenda		2					
Sub-Total hours	0	3	0	0	0	0	0
						0	0
E. CONSTRUCTION							
Preconstruction Meeting		1					
Shopdrawing & Submittal Review		2					
Construction Observation*							
Construction Progress Meetings*							
Substantial Completion*							
As-Builts*							
Sub-Total hours	0	3	0	0	0	0	0
						0	0
TOTAL BIDDING & CA/CO HOURS	0	6	0	0	0	0	0
* Indicates tasks that hours may be added to if actual billing does not exceed budgeted amount.							
	\$130.00	\$90.00	\$55.00	\$70.00	\$60.00	\$75.00	\$130.00
TOTAL Design cost	\$650.00	\$3,600.00	\$2,365.00	\$560.00	\$600.00	\$1,350.00	\$0.00
Total Design Labor Cost			\$ 6,615.00			\$2,510.00	\$0.00
	\$130.00	\$90.00	\$55.00	\$40.00	\$65.00	\$70.00	\$130.00
TOTAL Construction cost	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Construction Labor Cost			\$ 540.00			\$0.00	\$0.00
AET and Precision surveying will be treated as an reimbursable expense.							
Summary Design & Const.	Cost	LS	Total				
TSP	\$7,155.00		\$7,155.00				
Precision Surveying	\$2,510.00		\$2,510.00				
AET	\$0.00	\$300.00	\$300.00				
Total			\$9,965.00				