

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date: 9/22/09

Project Name & Number: CSAC Roof Replacement, Project No. GB09-1828

CIP #: 50098

Project Description: Design and construction administration services for the removal of the existing ballasted roof system and installation of a new roof membrane system for the City/School Administration Center (CSAC).

Consultant: Upper Deck Architects, Inc.

Original Contract Amount: \$24,450.00

Original Contract Date: 10/5/09

Original Completion Date:

Addendum No:

Amendment Description:

Current Contract Amount: _____
 Change Requested: _____
 New Contract Amount: _____ \$0.00

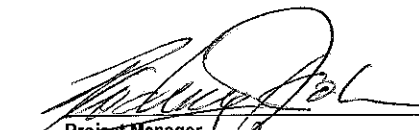
Current Completion Date: _____
 New Completion Date: _____


Funding Source This Request:


Amount*	Dept.	Line Item	Fund	Comments
\$24,450.00	8915	4223	505	
\$24,450.00	Total			

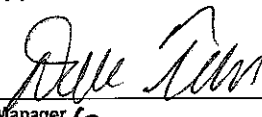
*School District to reimburse City for 40% of costs.


Agreement Review & Approvals

 _____ 9-22-09
 Project Manager Date

 _____ 9-22-09
 Compliance Specialist Date

 _____ 9-23-09
 City Attorney Date

 _____ 9-22-09
 Division Manager Date

 _____ 9-23-09
 Department Director Date

ROUTING INSTRUCTIONS

Route two originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
9/23/09	JL	(Y) N
Cash Flow		(Y) N



AIA[®] Document B105[™] – 2007

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

AGREEMENT made as of the 22 day of September in the year 2009
(In words, indicate day, month and year.)

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

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

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

Upper Deck Architects, Inc.
1301 W. Omaha Street
Suite 212
Rapid City, SD 57701
Telephone Number: 605-721-0237
Fax Number: 605-721-0240

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

Reroofing of the City / School Administration Center
300 6th Street
Rapid City, SD 57701

The roof area of the C/SAC building is approximately 30,000 s.f. in size. It is anticipated that the project will consist of removing the existing ballast, membrane and insulation, and replacing them with a new full-adhered roof system. The system will include new insulation, tapered insulation and reinforced roof membrane. Flashings, scuppers, covers, etc. will be placed as required. An alternate bid for new metal copings will be part of the project. Integrity of the roof drains and drain leaders will be verified during construction.

The Owner and Architect agree as follows.

Upper Deck Architects, Inc. will provide the following services:

Construction Documents:

- Field verify existing conditions for the work to be completed.
- Coordinate with the building Inspections Division for building code requirements.
- Coordinate with Buildings & Grounds to determine their requirements.

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.

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.

- Based upon the existing conditions and proposed work, we will complete Construction Documents that will include, but not be limited to, the following:

Scope of work
 Demolition Plan
 Demolition Details
 Roof Plan
 Details
 Alternate bid definition
 Technical specifications, including front end and bidding documents

A detailed Estimate of Probable Construction Costs will also be developed as part of the Construction Documents.

Bidding:

- Provide typical Bidding Phase services, which would include conducting a Pre-Bid Conference, issuing any addenda and answering contractor questions.

Construction Administration:

- Provide typical Construction Administration services, which would include, but not be limited to, the following: a Pre-Construction Conference, visiting the project during construction to ensure that the intent of the Construction Documents is met, review shop drawings / submittals, answering contractor questions, reviewing contractor pay applications, issuing any change orders and conduct a final inspection.

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:

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:

Lump sum fee of twenty-four thousand four hundred fifty dollars (\$24,450.00).

The fee shall be paid by phase for the following phases:

Construction Documents Phase:	\$ 18,500.00
Bidding Phase :	\$ 1,500.00
Construction Phase :	\$ 4,450.00
Total:	\$24,450.00

The fee identified above includes all anticipated reimbursable expenses. The Owner will pay directly for all printing of the Construction Documents for Bidding.

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

45 days from

Payments are due and payable upon receipt of the Architect's monthly invoice. ~~Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one point five percent (1.5%), 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 () 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. **Standard of Care:** The Architect shall perform its services under this agreement with the professional skill and care ordinarily used in like cases by reputable members of the Architectural Profession, practicing in the same or similar localities, and under similar circumstances. The Architect will use reasonable diligence and best judgment in the exercise of professional skill and in the application of learning, in an effort to accomplish the purpose for which they were employed.

2. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, employees and subconsultants, and any of them, to the Client any anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert-witness fees and costs of any nature whatsoever or claim expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Architect under this agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

init.

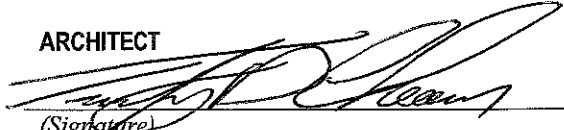
This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Printed name and title)



(Signature)

Timothy D. Cheever, Architect

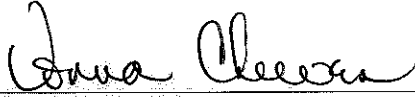
(Printed name and title)

Init.

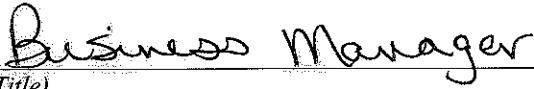
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Vonna Cheever, 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 10:22:38 on 09/22/2009 under Order No. 3333386430_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 those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

Additions and Deletions Report for **AIA[®] Document B105[™] – 2007**

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 10:22:38 on 09/22/2009.

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300 6th Street
Rapid City, SD 57701

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Additions and Deletions Report for AIA Document B105[™] – 2007 (formerly B155[™] – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:22:38 on 09/22/2009 under Order No.3333386430_1 which expires on 08/02/2010, and is not for resale.

User Notes:

(1849778743)

- Scope of work
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PAGE 4

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The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus (—):

Payments are due and payable ^{45 days from} upon receipt of the Architect's monthly invoice. ~~Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of (one point five percent (1.5%) or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.~~

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2. Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and not withstanding any other provision of this agreement, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, employees and subconsultants, and any of them, to the Client any anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert-witness fees and costs of any nature whatsoever or claim expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Architect under this agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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Timothy D. Cheever, Architect
