



AIA[®] Document B727[™] – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the Twenty-Second day of February in the year of Two Thousand Six

BETWEEN the Owner:
(Name and address)

City of Rapid City
Engineering Division
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.)

DR06-1565 Soo San Drive Box Culvert CIP 50633
Rapid City, SD

Replacement of an existing bridge with a precast concrete box culvert on Soo San Drive between Halls Street and Brookside Drive. These services shall include limited hydraulic sizing with no HEC analysis, and preparation of plans, specifications, bidding documents and cost estimates for the project. Services will not include surveying, geotechnical investigation, bidding or construction period services. The City of Rapid City shall provide the survey and geotechnical information on or before March 10, 2006.

Final plans will be submitted no later than April 17, 2006 for an anticipated bid opening date of May 9, 2006.

The Owner and the Architect agree as set forth below.

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 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 February 17, 2006.

Method and means of compensation

Hourly not to exceed, billed monthly for services completed, including reimbursable expenses.

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.

(Paragraphs deleted)

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 a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

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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 included in the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;
- .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7 renderings and models requested by the Owner;
- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- .9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

§ 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.

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§ 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 Dollars and Zero Cents (\$ 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 Services on an hourly basis with hourly rates in accordance with the attached "Manhour Projections" with a not to exceed amount of Nine Thousand Nine Hundred and Eighty Dollars (\$9,980.00) including 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 (1.00) 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 Sixty (60) 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.)

1.10% per annum

(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

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

OWNER

ARCHITECT

(Signature)



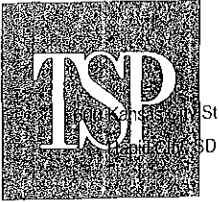
(Signature)

(Printed name and title)

Robert Morcom, Principal

(Printed name and title)

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To Solve. To Excel. Together.

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Rapid City, SD
57701-2712

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fax (605) 343-7159

www.teamtsp.com

Architecture
Engineering
Construction

February 17, 2006

Keith Johnson
City of Rapid City Engineering Division
300 6th Street
Rapid City, SD 57701

Re: Soo San Drive Box Culvert--
TSP#: 03060521.PP

Dear Keith,

Last week you requested that we assess the condition of the bridge over the drainage on Soo San Drive between Hall Street and Brookside Drive.

Visual inspection of the bridge indicated an extremely distressed condition. The bridge is an approximate 20' span prestressed concrete double-tee bridge on steel caps on steel piles with precast plank backwalls, and precast plank wingwalls restrained by steel piles. The deck units appear to consist of a 5" thick slab with 2 - 12" deep legs per unit. Since the bridge span is 20' or less, it may not be on your inventory for regular inspections.

The superstructure of the bridge is in extremely poor condition. The legs of the exterior deck units have deteriorated to the point that prestressing strands and other steel reinforcement are exposed. The outboard deck units that serve as sidewalks are also deteriorated. Other deterioration is present on the remainder of the deck units, and observations indicate that this deterioration is continuing. The steel pile caps are extremely rusty in several areas and the piles are moderately rusted.

We feel that considering the poor condition of this bridge, it should be replaced as soon as possible. Several options for replacement were considered. Replacing the deck units in kind is not possible, since the local fabricator no longer manufactures this type of deck unit.

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



Another option considered was to cut down all the abutment piles, replace the pile caps and replace the deck units with the standard 23" deep prestressed concrete deck units manufactured by the local fabricator.

We feel that the most practical replacement for this structure is a double barrel box culvert with approximate 20' span x 8' rise. Replacing the existing deck units with deeper deck units would reduce the hydraulic capacity of the structure and we feel would be more expensive than a box culvert. The box culvert could be extended to the west in anticipation of a future widening of Soo San Drive.

We are including a manhour proposal for the design of this box culvert.

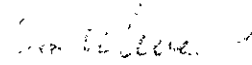
In accordance with our meeting of 2/15/06 and in an effort to reduce our design costs, this manhour proposal does not include geotechnical investigations, surveying, bidding, or construction period services. Our proposal only includes limited hydraulic sizing, with no HEC analysis.

You indicated that the City would be responsible for surveying, geotechnical investigations, bidding, and construction administration.

We propose to perform this work for a fee not to exceed \$9980.00, including reimbursable expenses.

We would like to thank you for your consideration of our firm for this work. Please contact us if this proposal is acceptable or if you have any questions.

Sincerely,


Don C Wrede
Project Manager

DCW/dcw
Enc.
cc: Bob Morcom

DATE: 2/17/2006			
RE: Soo San Drive Box Culvert CIP Project Number			
ESTIMATED MANHOURS			
PREPARED BY: TSP, INC. TSP NO. #03060521.PP			
PREPARED FOR: City of Rapid City Engineering Division			
		TSP	
DESCRIPTION	PM	PE	CADD
B. PRELIMINARY DESIGN(0% - 95%)			
Cover Sheet			6
General Note Sheet	1	8	
Survey Control Sheet			6
Plan/Profile	1	7	4
Pavement Removal Sheet			8
Hydraulic Analysis		4	
Box Culvert Sheets		9	
City Standard Details			4
Prelim. Cost Estimates		1	
Review	1	2	
Sub-Total hours	3	31	28
C. Final Design (95% - 100%)			
Misc. Meetings	1	1	
Cover Sheet			4
General Note Sheet		7	2
Survey Control Sheet			4
Plan/Profile		8	4
Pavement Removal Sheet		4	4
Box Culvert Sheets		8	2
City Standard Details			2
Specifications/Bid Documents/Cost Est.		12	
Review	1	1	
Sub-Total hours	2	41	22
TOTAL DESIGN HOURS	5	72	50
	\$130.00	\$90.00	\$55.00
TOTAL Design cost	\$650.00	\$6,480.00	\$2,750.00
Total Design Labor Cost			\$ 9,880.00
Reimbursible Expenses (mileage, printing, plotting, etc.)			\$100.00
Total Fee Labor + Expenses			\$ 9,980.00