

AIA[®] Document B105[™] – 2007

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

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

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

Rapid City Public Library
610 Quincy St.
Rapid City, SD 57701

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

AcV2 Architecture, LLC, 510 9th Street, Suite 2
Rapid City, SD 57701
Telephone Number: (605) 484-6071

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

RC Public Library Main Floor - Public Area Update
610 Quincy St.
Rapid City, SD 57701

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.

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.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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:

For detailed description of scope and project see Attached Exhibit "A" Letter dated 7, Sept 2016 titled Memorandum of Understanding for Design Services on Phase 1 – Public Area Update

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 Article 9 of 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.

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's representative for this project is identified as:

Jim McShane – Director of Rapid City Public Library

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:

Payment on a fixed fee/stipulated sum basis in the amount of ten thousand seven hundred sixty five dollars and 00/100 (\$10,765.00) plus applicable taxes and reimbursable expenses.

(Paragraph deleted)

Reimbursable expenses anticipated: printing and plotting of deliverables given to the Owner during design and the reproduction of plans and specs for use by prospective bidders during the Bid phase.

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 quarter percent (1.25 %) monthly simple rate interest, 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 twelve (12) 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.)

ARCHITECT’S CONSULTANTS

AcV2 will consult with Skyline Engineering for Electrical Engineering services related to the project

LIMITATION OF LIABILITY

Neither the Architect, Architect’s consultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or Fifty Thousand Dollars (\$50,000), whichever is greater, by any reason or any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

Patri Acevedo, AIA, Owner / Principal Architect

(Printed name and title)

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 16:10:21 on 09/08/2016.

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For detailed description of scope and project see Attached Exhibit "A" Letter dated 7, Sept 2016 titled Memorandum of Understanding for Design Services on Phase 1 – Public Area Update

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The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's representative for this project is identified as:

Jim McShane – Director of Rapid City Public Library

Payment on a fixed fee/stipulated sum basis in the amount of ten thousand seven hundred sixty five dollars and 00/100 (\$10,765.00) plus applicable taxes and reimbursable expenses.

The Owner shall pay the Architect an initial payment of (\$) 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 percent (%). Reimbursable expenses anticipated: printing and plotting of deliverables given to the Owner during design and the reproduction of plans and specs for use by prospective bidders during the Bid phase.

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 percent (%), one and one quarter percent (1.25 %) monthly simple rate interest, 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 (twelve (12)) months of the date of this Agreement through no fault of the Architect.

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ARCHITECT'S CONSULTANTS
AcV2 will consult with Skyline Engineering for Electrical Engineering services related to the project

LIMITATION OF LIABILITY
Neither the Architect, Architect's consultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or Fifty Thousand Dollars (\$50,000), whichever is greater, by any reason or any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

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Patri Acevedo, AIA, Owner / Principal Architect