

AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 28TH day of November in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

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

Erie County Gaming Revenue Authority
5340 Fryling Road
Erie, Pennsylvania 16510
Telephone Number: 814-897-2694

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

Roth Marz Partnership P.C.
3505 Chapin Street
Erie, Pennsylvania 16508
Telephone Number: 814-860-8366

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

Inspection and Assessment of 17 Community Centers (Please see attached list)

The Owner and Architect agree as follows.

GOALS

In order to maintain the safety and efficiency of their buildings, offer high quality services to their clients, and structure the needed financing, ECGRA seeks to assist the centers with the development of a ten-year capital improvement plan for the participating Community Centers. This project will include:

- Identification of conditions in terms of deferred maintenance and building condition.
- Identification of issues related to compliance with any federal requirements such as the Americans with Disabilities Act, any specific regulations for child-care facilities, and environmental issues.
- Creation of a clear and concise capital improvement plan with an analysis of current conditions and other plans community centers may have. This includes the provision of cost estimates and recommended prioritization for the above items.
- Identification and brief description of modifications that would better emulate best practices for child-care facilities, especially pandemic related projects.

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.

SCOPE OF WORK

The scope of work includes a thorough assessment of the building and exterior property and a final report.

Inspection and Assessment

Consultant will visually inspect facilities and properties. Inspections shall be conducted using applicable codes and accepted industry standards. Specifically, the assessment will focus on the following components:

- Site structure. Provide a description of the building structure such as materials used in construction including the foundation, floors, walls, windows, and roof, etc.
- General building systems. Provide a description of building systems noting any visible deficiencies.
- Mechanical/electrical systems/HVAC. Provide information regarding the electrical service going into the building (i.e. overhead or underground). The HVAC system should be described and include data on the equipment's specific location, age and life expectancy, and condition. It should be noted if the system is adequate for heating/cooling air distribution. The assessment should include information regarding ventilation.
- Plumbing. Assessment should detail the condition and note any deficiencies in the plumbing systems for the building.
- Life/Safety/Fire Protection. The consultant will report any immediate life and/or property safety issues upon discovery separately from the overall building report.
- Infrastructure. Provide assessment of all infrastructure exterior to the building to include parking lots, playground surface and equipment, drainage, sidewalks.
- Americans with Disabilities (ADA). Review building for compliance with the most recent ADA accessibility standards noting areas of non-compliance. If areas of obvious non-compliance are noted, include costs to create compliance.
- COVID-19. Assess building for mold and excess moisture. Additionally, identify modifications or enhancements that could be made to the building to maximize health and safety related to the transmission of communicable diseases.
- Lifecycle. Provide lifecycle data on components listed above including estimated life remaining, and cost to repair or replace at conclusion of life.

FINAL REPORT

A final report that includes:

- A general description of the property, including the condition, for the items identified for Inspection and Assessment.
- A description of components that are or will be in need of maintenance over the next ten years based on observed conditions, available maintenance history and industry- standard useful life estimates.
- A prioritized ten-year schedule for recommended replacement or repairs and a summary of improvement options.
- Cost estimates based on a standardized, nationally recognized, cost estimating system.
- A summary of other needed improvements that would improve service delivery at the facility and estimated cost.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. 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:

(Paragraphs deleted) Mechanical, electrical, and plumbing engineering services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide drawings and maintenance history of the building existing conditions. The Owner shall 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, if required.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. 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. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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 A105-2017, Standard Short Form of Agreement Between Owner and Contractor. 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 shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

\$84,750.00

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.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

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 .5 % per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

ARTICLE 7 OTHER PROVISIONS


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

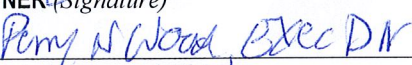
Roth Marz Partnership P.C. has not included the following services in the basic compensation:

1. Environmental surveys/testing including but not limited to mold, asbestos, lead paint, storage tanks, contaminated soil, etc.
2. Testing of existing mechanical systems/components.
3. Camera investigation of plumbing systems.
4. Structural testing/monitoring.
5. Measure and creating existing drawings/floor plans of any buildings (RMP assumes each of the community centers have drawings of their facilities).
6. Geotechnical testing/concrete coring and roof coring.

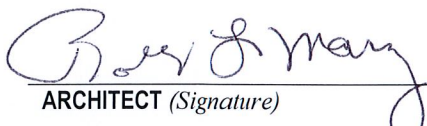
These services if needed can be provided via a cost plus 10%

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



OWNER (Signature)


(Printed name and title)



ARCHITECT (Signature)
Mr. Robert L. Marz, AIA President

(Printed name, title, and license number, if required)

11-28-22

<u>Community Center</u>	<u>Address</u>	<u>City</u>	<u>ST</u>	<u>ZIP</u>	<u>SF</u>	<u>Contact Email</u>	<u>Contact</u>
Benedictine Sisters Campus	330 East 10th St.	Erie	PA	16501	42,896	nsabol@stiben.org	Nancy Sabol
InnerCity Neighborhood Art House	201 East 10th St	Erie	PA	16501	8,500	kstolar@neighborhoodarthouse.org	Kelly Stolar
St. Mary's School & Auditorium	345 East 9th	Erie	PA	16503	30,796	mkloecker@emmauserie.org	Margaret Kloecker
Boys and Girls Club	1515 East Lake Road	Erie	PA	16511	45,000	messina1895@gmail.com	AI Messina
YMCA Erie	31 West 10th Street	Erie	PA	16501	43,709	gvandemerwe@ymcaerie.org	Gary Vandemerwe
Martin Luther King Center	312 Chestnut St.	Erie	PA	16507	34,364	jsherrod@mikcentererie.org	James Sherrod
YMCA Corry	906 North Center Street	Corry	PA	16407	32,000	edwardobrien.ymcaofcorry@gmail.com	Ed O'Brien
John F. Kennedy Center	2021 East 20th Street	Erie	PA	16510	31,030	shudsonbrewton@thetfkcenr.org	Samella Hudson-Brewton
Booker T. Washington	1720 Holland Street	Erie	PA	16503	29,000	shiliard@btwcenter.org	Shantel Hiliard
Saint Martin Center	1701 Parade Street	Erie	PA	16503	28,000	dgonzalez@stmartincenter.org	David Gonzalez
Mercy Center for Women	1039 East 27th Street	Erie	PA	16504	25,000	jhagerty@mcwerie.org	Jennie Haggerty
Bethany Outreach Center	254 East 10th Street	Erie	PA	16503	25,000	mabel@bethanyoutreachcenter.org	Mable Howard
Multi-Cultural Resource Center	554 East 10th Street	Erie	PA	16503	23,559	kkretz@mrcerie.org	Katie Kretz
Corry Hi-Ed	221 North Center Street	Corry	PA	16407	22,524	bhoward@corryhied.org	Brody Howard
International Institute	517 East 26th Street	Erie	PA	16504	12,570	djackson@uscri-erie.org	Dylanna Greisenger
Eagle's Nest	1129 Pennsylvania Avenue	Erie	PA	16503	6,500	oljackson@hotmail.com	Onjanette Jackson
Community Shelter Services	655 West 16th Street	Erie	PA	16502	71,000	kconfer@communityshelter.org	Katie Confer

APPENDIX A

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION (To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

FEDERAL CONTRACTING SUPPLEMENT

1. Period of Performance. The period of performance for this Agreement ends on December 31, 2026. All Work must be completed, invoiced, and paid by December 31, 2026. Any Work not invoiced to ECGRA in sufficient time to be paid prior to December 31, 2026 will be considered to have been completed without charge to ECGRA.

2. Equal Opportunity Employer. During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post

copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Contract Work Hours and Safety Standards Act. In the event the Contract has a value in excess of One Hundred Thousand Dollars (\$100,000) and involves the employment of mechanics or laborers, Contractor will adhere to the Contract Work Hours and Safety Standards Act, 40 U.S.C. §3701 et seq. and the Contractor must will compute the wages of every laborer involved with the Project on the basis of a standard forty (40) hour work week. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

4. Clean Air Act and Federal Water Pollution Control Act. In the event the Contract has a value in excess of One Hundred and Fifty Thousand Dollars (\$150,000) The Contractor will ensure that it complies the Clean Air Act, 42 U.S.C. §7401 et seq. and the Federal Water

Pollution Control Act, 33 U.S.C. §1251 et seq., in addition to all applicable standards, orders, or regulations issued in accordance with the Acts. Any violations will be reported to the Regional Office of the Environmental Protection Agency.

5. Debarment or Suspension. The Contractor represents that it is not listed on the government-wide exclusions in the System for Award Management in accordance with the OMB Guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. SAM Exclusions contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authoring other than Executive Order 12549.

6. Byrd-Anti Lobbying Amendment. Where the value of the Contract is in excess of One Hundred Thousand Dollars (\$100,000), Contractor must file the Certification attached hereto as Appendix A with the ECGRA. Contractor certifies that it will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining this or any other federally funded contract, grant, or any other award under 31 U.S.C. §1352.

7. Prohibition on Huawei Technologies Equipment. The Contractor is prohibited from obtaining or entering into a contract to obtain telecommunications technologies described in Public Law 115-232, section 889, namely telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, or any subsidiary or affiliate of such entities.

8. Preference for Domestic Products. The Contractor will have a preference and will use, to the greatest extent practicable, goods, products, or materials produced in the United States when performing work on this Project.

9. Solid Waste Disposal Act. The Contractor will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

10. Right to Make Inventions Made Under a Contract. In the event that the Services contemplated under this Contract meet the definition of “funding agreement” under 37 CFR 401.2(a) and the Contract is with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work, the Contractor must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations as may be applicable.

11. Statutes and regulations prohibiting discrimination applicable to this Contract include, without limitation, the following:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12. Federal regulations applicable to this award include, without limitation, the following:

- (a) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (b) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- (c) Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (d) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (e) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (f) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (g) Generally applicable federal environmental laws and regulations.

13. False Statements. Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or

administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

14. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by Coronavirus State and Local Fiscal Recovery Funds awarded to Erie County, Pennsylvania by the U.S. Department of the Treasury."

15. Protections for Whistleblowers.

(a) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(b) The list of persons and entities referenced in the paragraph above includes the following:

- (i) A member of Congress or a representative of a committee of Congress;
- (ii) An Inspector General;
- (iii) The Government Accountability Office;
- (iv) A Treasury employee responsible for contract or grant oversight or management;
- (v) An authorized official of the Department of Justice or other law enforcement agency;
- (vi) A court or grand jury; or
- (vii) A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

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