



AIA[®] Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the First 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)

Community Center	Address	City	ST	ZIP	SF	Contact Email	Contact
Benedictine Sisters Campus	330 East 10th St.	Erie	PA	16501	42,896	nsabol@stben.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	Al Messina
YMCA Erie	31 West 10th Street	Erie	PA	16501	43,709	gvanemerwe@ymcaerie.org	Gary Vandemerwe
Martin Luther King Center	312 Chestnut St.	Erie	PA	16507	34,364	jsherrod@mlkcentererie.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@thejfkcenter.org	Samella Hudson-Brewton
Booker T. Washington	1720 Holland Street	Erie	PA	16503	29,000	shilliard@btwcenter.org	Shantel Hilliard
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@uscree-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