DRAFT

AIA® Document B105™ – 2007

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

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

«St. Tammany Fire Protection District No. 12 »« »
«19375 Hwy 36 »
«Covington, LA 70433 »
« »

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

«Dammon Engineering, Inc. »
«an Architect and Engineering Corporation »
«554 Old Spanish Trail »
«Slidell, LA 70458 »
« »

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

«Fire District No. 12 - Station #126»
«North Side of Hwy 1078 just east of Crockett Road.
Located at: Parcel B; 1.01 Acres; Section 2 Township 6 South Range 10 East»
«Project shall consist of an approximately 60'x60' building. The design will include 2 bays and a foyer and bathroom on one side. There will also be an approximately 10'x10' covered entrance»

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.

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.

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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 **B105™**–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

The Owner shall own the plans and specifications for this project upon receipt of final payment by the Architect.

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 either 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 B105–2007, 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. No other terms or conditions, expressed or implied, are included or incorporated outside of this document.

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.

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In the event of any dispute concerning this agreement which result in legal/attorney fees, each party shall be responsible for their own attorney fees.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

« Eight Percent (8%) of the Total Construction Cost, **which is estimated to be $250,000.00. Architect's fee shall be adjusted in accordance with final Total Construction Cost, as determined by the construction contract. Change Orders issued during construction, which do not alter the Architect's Scope of Work and do not significantly alter the Total Construction Cost (i.e. in excess of 5% of the construction contract) are not subject to Architect's 8% fee.**

Due Upon Contract Acceptance: $3,000.00
Due at 50% Design Completion: $5,000.00
Due at 100% Design Completion/Post Bid Results: $5,000
Balance of Design Fee to be paid during Construction Period in consonance with percentage of construction completion. »

Architect shall be reimbursed for the cost of reproductions in excess of Five (5) complete sets of plans provided upon design completion. Reimbursement shall be at a rate of $2.50/sheet for 24" x 36" plans.

The Owner shall pay the Architect an initial payment of «Four Thousand Dollars » ($ «4,000.00 ») 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 **by the architect** in the interest of the Project, plus «seven » percent (« 7 » %). Any such expenses shall be prior-approved by the Owner's or at the Owner's request.

Architect shall not be entitled to any percentage fee on fees or services initiated by and paid for by the Owner. For example, fees for engineering services or other required engineering studies or tests, if ordered and paid for by the Owner, are exempt from such percentage.

Payments are due and payable upon receipt of the Architect's monthly invoice.

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 (any such work may be negotiated by the architect at the Owner's request and such terms shall be approved by the Owner prior to commencement of the work); 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 «twenty four » («24 ») months of the date of this Agreement through no fault of the Architect.

§6.1 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.1.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence, if authorized in advance by the Owner;
- **.2** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.3** Printing, reproductions, plots, standard form documents (in excess of those provided for in Article 6 above);
- **.4** Postage, handling and delivery;
- **.5** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.6** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- **.7** Other similar Project-related expenditures.

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ARTICLE 7 OTHER PROVISIONS

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

« »

§ 7.1.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- **.2** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of bidders or persons providing proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction.

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

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
« »« »	«Chuck Dammon »«/VP »
(Printed name and title)	*(Printed name and title)*
St. Tammany Fire Protection District No. 12	Dammon Engineering, Inc.

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