

# AIA® Document B105® – 2017

## **Standard Short Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Eighteenth day of June in the year Two Thousand Twenty-four

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Town of Canton  
4 Market St # 100  
Collinsville, CT 06019  
Telephone Number: (860) 693-7870

and the Architect:

*(Name, legal status, address and other information)*

Friar Architecture Inc.  
21 Talcott Notch Rd  
Farmington, CT 06032  
Telephone Number: (860) 678-1291

for the following Project:

*(Name, location and detailed description)*

Canton Cherry Brook School Classrooms Project  
Canton, Connecticut  
Due to a projected enrollment increase in Kindergarten for the 2025-2026 school year, the town of Canton and Board of Education intends to expand capacity of the Primary school with portable classrooms to accommodate the anticipated increased in students and programs.

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.

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## 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, as outlined in a signed proposal dated June 17, 2024 which is attached hereto, include the following consultant services:

- Four (4) Classrooms total, approximately 1,000 square foot each.
- No bathrooms or current plumbing count analysis are required to be provided.
- No State Grant Funding or assistance will be required.
- Purchase or Lease with Option to Buy (Portable or Module Classrooms, Performance based specifications to allow competitive bids, no stick built).
- No septic work required (assumption by Town); design team assumes the current field is sufficient.
- Design team is to assume the sprinkler storage is oversized and can accommodate extension into new portables. Design team to provide routing path.
- Electrical supply in school is oversized and can accommodate extension into new portables. Design team to provide routing path.
- Fire Alarm/Tel/Data is proprietary, expandable into to portables, and will be supplied by Town's vendor by separate contract.
- Millenium Builders to GC, provide the site work, classroom piers, build the connector and firewall from the portables to the existing building.
- Awarded Portable/Module company to install actual portables, seam roofs, and envelope of the portables.
- Assumed SHPO approval by town; Friar will work with town to gain approval.
- Friar will provide an independent 3<sup>rd</sup> party estimate for the Preliminary Design phase.
- Friar will provide a rendering to assist with the Town's referendum.
- Friar will provide Construction Documents, assistance during the bidding process (RFIs, etc.), Pre-Construction Services (shop drawing review, portable condition review, etc.), Construction Administration (site visits, field reports, letter of substantial completion, etc.), and standard Project Close-out services in accordance with AIA B141 CMA Owner-Arch.
- Schedule is for preliminary design Phase and Estimate completed Mid-August and a rendering by mid-September for Canton to prepare for November Referendum.

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, which shall be set forth in drawings and other documents appropriate for the Project. 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 bids or 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 A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## 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,

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User Notes:

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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

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. The Architect grants to the Owner ownership of the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due the Architect. 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:

- A. Preliminary Design: \$15,300
- B. Development of Construction Documents: \$76,500
- C. Bidding Services: \$15,300
- D. Pre-Construction Services (Shop Drawing Review, RFI Responses): \$12,240
- E. Construction Administration (Site Visits, Field Reports): \$30,600
- F. Project Closeout: \$3,060

**Total Fee: \$153,000**

The Owner shall pay the Architect an initial payment of zero dollars (\$ 0 ) 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 zero percent ( 0 %). Expenses are limited to the following: travel for site visits, final printing / plotting for permit sets, and postage / shipping expenses. Expense reimbursement is to be capped at one-thousand dollars (\$1,000).

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Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest from the date payment is due at the rate of twelve percent ( 12 %) per annum , 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 additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond 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.)*

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



OWNER (Signature)

Robert Skinner, Chief Administration Officer  
*(Printed name and title)*



ARCHITECT (Signature)

Michael Sorano, President  
*(Printed name, title, and license number, if required)*