

# AIA<sup>®</sup> Document B105<sup>™</sup> – 2017

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

**AGREEMENT** made as of the Fifth (5) day of April in the year Two thousand twenty – two (2022).

*(Paragraph deleted)*

**BETWEEN** the Owner:

Alturas International Academy, Inc.  
151 N Ridge Ave  
Idaho Falls, Idaho 83402

and the Architect:

Hummel Architects, PLLC.  
210 N. 10<sup>th</sup> Street, Suite 300  
Boise, Idaho 83702  
&  
482 Constitution Way, Suite 111  
Idaho Falls, Idaho 83402

for the following Project:

**Hummel Project Number 22025-00**  
Alturas International Academy  
Cafeteria Tenant Improvement  
151 N Ridge Ave  
Idaho Falls, Idaho 83402

The project consists of an approximately 5,700 sq.ft. renovation to an existing restaurant into a new Cafeteria for the Alturas International Academy. The project is located within an existing 1920's era building, located adjacent to Downtown Idaho Falls. The project will open up an existing storage room, conference facility and existing seating area into new cafeteria space for the students. The existing kitchen footprint will be retained, and new equipment purchased. Alturas Academy will consult with a kitchen vendor to provide an equipment list. The design team will explore a new kitchen layout to ensure the proper flow in the new cafeteria. The kitchen will be a full-service kitchen and food will be prepared onsite, necessitating the need for a grill/fume hood system. The kitchen will serve approximately 600 students a day. There is an approximately 2'-0" difference in grade between the kitchen and existing seating/conference area. The project will confirm if the existing circulation will work and provide new alternatives if necessary. The design team will pursue providing openings in a structural wall between the new upper and lower cafeteria a new main staircase from the main level to the new cafeteria. Our structural engineer will review the following scope:

- Investigative Site Visit
- Ramp expansion
- Existing stair expansion
- Penetrations through the existing walls

The items listed above will be fully designed for the project and included as alternates for bidding. This will allow the project to accept or reject these elements based on the bids received from a contractor.

### **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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The Owner and Architect agree as follows.

#### **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:

Architectural, Structural Engineering, Mechanical/Plumbing and Electrical Engineering

Consultants not provided under this contract: Civil Engineering, Landscape Architecture, Cost estimator or other specialty consultants

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, 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. 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.

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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:

Lump sum fee of \$49,455

The fee above includes Design/Construction documents and Construction Administration services

The Owner shall pay the Architect an initial payment of zero (\$zero) 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 (zero %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of One and Half percent (1.5%) Annual, 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 Three (3) months of the date of this Agreement through no fault of the Architect.

#### ARTICLE 7 OTHER PROVISIONS

*(Paragraph deleted)*

None at the time of this agreement

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



OWNER (Signature)

Michelle Ball, Executive Director

Alturas International Academy

*(Row deleted)*



ARCHITECT (Signature)

Ed Daniels, Principal

Hummel Architects, PLLC.

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User Notes:

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