

B105 Supplementary Conditions

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3 Make the following modifications to **B105 Standard Short Form of Agreement Between Owner and**
4 **Architect**:

ARTICLE 1 – ARCHITECT’S RESPONSIBILITIES

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8 Consulting Services to include:

- 9 A) Civil Engineering (N/A)
10 a. Site Survey (not included)
11 b. Construction Staking (not included)
12 B) Landscape Architect (N/A)
13 C) Geotechnical Engineering (N/A)
14 a. Soils Survey (not included)
15 D) Structural Engineering (N/A) SDI will manage internally to the best of our abilities, but a structural
16 engineer may be needed at some point depending on complexity of remodel.
17 E) Plumbing Engineering (**Simplicity Consulting Engineering & Design, LLC**)
18 a. Commissioning Services (not included)
19 F) Mechanical Engineering (**Simplicity Consulting Engineering & Design, LLC**)
20 a. Energy Analysis (not included)
21 b. Commissioning Services (not included)
22 G) Electrical Engineering (**Simplicity Consulting Engineering & Design, LLC**)
23 a. Energy Analysis (not included)
24 H) Commissioning Services (not included)
25 I) Grant Administration (N/A)
26 J) Specialty Consultants:
27 a. Kitchen Consultant (not included)
28 b. Laundry Consultant (not included)
29 c. Detention (not included)
30 d. Acoustics (not included)
31 e. Audio/Visual (not included)
32 f. Information Technology (not included)
33 g. Security Electronics (not included)
34 K) LEED Certification (N/A)
35 L) Hazardous Materials (N/A)
36 a. Hazardous Materials Survey & Report; no abatement services (not included)
37 i. Asbestos-Containing Materials (not included)
38 ii. Lead (not included)
39 iii. Mold (not included)
40 M) Testing (N/A)
41 a. Soils Compaction Testing (not included)
42 b. Concrete Testing (not included)
43 c. Asphalt Testing (not included)
44 d. Re-bar Inspections (not included)
45 e. Steel Inspections (not included)
46 N) Additional Services
47 a. Printing/Bid Document Reproduction (**included**)
48 b. Record Drawings (**included**)
49 c. One-Year Warranty (**included**)
50 d. 3-D Renderings (not included)

ARTICLE 6 – PAYMENTS AND COMPENSATION TO THE ARCHITECT

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54 Compensation shall be **\$125,500.00** (~7.5% of project budget) and based on the following breakdown:

- 55 A) Schematic Design (**\$12,500.00**)
56 a. (2) in-person design meetings (already completed)
57 b. 3-D scanning, information gathering, and generating as-builts of existing conditions.
58 B) Design Development (**\$12,500.00**)
59 a. (1) in-person design meeting; updated drawings and cost estimate.

- 1 C) Construction Documents **(\$45,000.00)**
2 a. (2) in-person design meetings; updated drawings and cost estimate.
3 D) Bidding & Negotiations **(\$2,500.00)**
4 a. pre-bid meeting/walk-through, addenda, & bid opening.
5 E) Construction Administration **(\$48,000.00)**
6 a. pre-construction meeting, weekly field visits, & monthly site meetings.
7 b. submittal reviews, changes, & pay applications.
8 c. construction duration = **6 months**.
9 F) Additional Services
10 a. Printing/Bid Document Reproduction as reimbursable expense **(\$2,000.00 maximum)**
11 b. Record Drawings **(\$2,000.00)**
12 c. One-Year Warranty **(\$1,000.00)**
13

14 Initial payment amount to be **\$0.00**

15 For expense reimbursement, the rate will be **cost plus 10%**.

16 For payment due dates, the amount of days will be **30** and the late payments shall bear an interest rate of
17 **1% per month**.

18 For the Agreement duration, services shall not extend beyond **12 months** of the Agreement Date. Add
19 the following: The Owner and Architect shall discuss and negotiate additional compensation as needed.
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21 **ARTICLE 7 – OTHER PROVISIONS**

22 Add the following paragraphs to Article 7:
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24 **§ 7.1** Insurances: Architect to maintain \$1,000,000 General Liability; \$500,000 Automobile Liability;
25 \$100,000 Worker's Compensation; and \$1,000,000 Professional Liability insurances throughout the
26 duration of this Agreement.
27

28 **§ 7.2** Subrogation Waiver: All parties agree to waive their rights of subrogation against one another with
29 respect to any and all losses covered by the respective party's insurances during and after construction.
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31 **§ 7.3** Disputes: Both the Owner and Contractor for the Project(s) agree that any and all disputes between
32 them arising out of or relating to the Project(s) will be submitted to mediation as a condition precedent to
33 any other legal proceedings unless the parties mutually agree otherwise.
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35 **§ 7.4** Agreed Remedy: The Owner agrees that the total liability of the Architect, their employees and
36 Consultants, to the Owner and anyone claiming through or under the Owner, for any and all injuries,
37 claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way
38 related to the Architect's services, the Project(s) or this Agreement from and cause or causes whatsoever,
39 including but not limited to negligence, strict liability, breach of Contract or warranty, shall not exceed
40 \$75,000.
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45 *END OF CONDITIONS*
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