



AIA[®] Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Seventh day of October in the year Two Thousand Twenty-Two (10/27/2022)
(In words, indicate day, month and year.)

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

City of Tupelo
P O Box 1485
Tupelo, Mississippi 38802-1485
Phone: 662-871-8169

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

JBHM Architects, P.A.
P O Box 1643 (38802)
105 Court Street (38804)
Tupelo, Mississippi
Phone: 662-844-1822

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

City of Tupelo
Tupelo City Council Chambers Renovation
Tupelo, Mississippi

JBHM Project No.: 22080.00

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 include the following consulting services, if any:

Project Details: Project consists of renovation to the existing 1,514 square foot City Council Chambers within Tupelo City Hall. The work will include renovations to finishes; renovations to audio / visual equipment; necessary electrical and data work associated with renovations; and millwork and fixed seating renovations.

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. 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:

Eight percent (8%) of Construction Bid amount as initially designed and estimated by the Architects until such time as there is a Contractor's estimate of the Cost of the Work and/or bid or price for the construction of the Project and/or a Contract Sum (as thereafter adjusted by change orders) which will then become the basis for the calculation of the Architect's compensation.

Progress payments for Architect's Compensation in each phase shall total the following amounts of the total Architect's Compensation payable and shall be billed monthly:

Design Phase	Eighty percent (80%)
Construction Administration	Twenty percent (20%)
Total Architect's Compensation	One Hundred percent (100%)

Reproduction costs for drawings and specifications for bidding will be billed at the cost of reproduction less the amount of plan deposits retained.

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 One and one-tenth percent (1.10 %).

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 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.)

- 7.1 Architect shall make weekly visits to the site.
- 7.2 The prevailing party in any dispute arising out of or related to this Agreement or the branch thereof, shall be entitled to recover reasonable attorneys' fees and expenses, including the fees and expenses of expert witnesses.
- 7.3 Compensation for design of Bid Alternates not selected by the Owner: The method of compensation for services provided for the design and bid alternates not selected by the Owner shall be based on the cost of the bid alternate.

(Example: \$100,000 construction contract, plus \$20,000 of alternates designed but not constructed = \$120,000).
The fee for design of such bid alternates shall be through Bidding and Negotiation Phase.

7.4 Errors and Omissions: The Architect shall not be liable to the Owner for the costs of any errors or omissions in the plans and specifications which do not result in costs in excess of those which have been incurred by the Owner in the absence of such errors or omissions or which are within the Architect's acceptable standard of care.

7.5 Architectural Services provided after 60 days after Substantial Completion of the Project shall be Additional Services.

7.6 Limitation of Liability Clause:

Neither the Architect, Architect's Consultants, nor their agents or employees shall be liable, jointly or severally, to the Owner for an amount in excess of the compensation paid to Architect by Owner pursuant to this Agreement (excluding compensation for reimbursable expense) where the initial fee of the work is less than \$100,000 or the proceeds of the Architect's professional liability insurance policy limits remaining at the time the Owner gives Architect's written notice of any claim where the initial fee of work is more than \$100,000.

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

OWNER *(Signature)*

Don Lewis, Chief Operating Officer
(Printed name and title)

ARCHITECT *(Signature)*

Brandon P. Bishop, AIA, NCARB, Principal
(Printed name, title, and license number, if required)

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