

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

AGREEMENT made as of the Fourteenth day of February in the year Two Thousand and Fifteen

BETWEEN the Owner:

Town of Allentown
16 School St.
Allentown, NH

and the Architect

Architectural Link
40 Sheep David Rd.
Pembroke, NH 03275

for the following Project:

New building for the Boys & Girls Club of Allentown and Allentown Senior Center at Whitten Street property, 2 story wood frame building

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 in a manner consistent with locally acceptable 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:

Structural & M.E.P.

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 Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, and 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 the Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105 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

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. 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 the 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 giving no less than seven days' written notice of 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.

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 A105-2007, 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.

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.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

\$73,000 in total compensation

The Owner shall pay the Architect an initial payment of \$ _____ 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 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 from the date payment is due at the rate of one percent (1%) 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 services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractor's request for substitutions of materials or systems; and services not completed within eleven (11) months of the date of this Agreement through no fault of the Architect.

If Substantial Completion (as defined in the Contract Documents) of the entire Work is not achieved on or before April 30th, 2016, as defined in Section 1, the Architect shall be liable for liquidated damages in the amount of one hundred **dollars** (\$100) per day for each day that the Work is not substantially completed, said liquidated damages being a reasonable estimation of the anticipated loss to the Owner from the failure to have the project substantially completed by the aforementioned date. The Owner may, at its discretion, recover liquidated damages from any amounts that would otherwise be due to the Architect or may seek to recover the liquidated damages directly from the Architect, or any combination thereof.

ARTICLE 7 OTHER PRIVISIONS

(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.

Shaun Mulholland, Town Administrator

Town of Allenstown

Entity

Cindy Lewis, Architect

Architectural Link

Entity

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