

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourth day of August in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

Henderson County Board of Education
1805 Second Street
Henderson, Kentucky 42420

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

RBS Design Group, P.S.C.
Architecture
723 Harvard Drive
Owensboro, Kentucky 42301

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

Henderson County Schools Facility Plan
Henderson, Kentucky

Basic Services to provide information on the physical condition of each building and building deficiencies in the Henderson County School district as required to complete the DFP. The Henderson County School district is to have previously completed and updated the school audits on the KFICS Ameresco System. Each building evaluation summary is to include the building name, construction/renovation date(s), gross square footage; evaluation of site and facility and the potential for renovation and additions to meet any deficiencies; summary of building systems and conditions; building deficiencies and building improvements needed; cost estimate of building/center and possible capital improvements as per the Kentucky Department of Education guidelines, and completion of the DFP. Also, the Owner is to complete the following: CPTED Survey, Site Surveys, and Space Planner Questionnaire. However, RBS will assist in resolving issues with KFICS and Space Planner as defined by the Kentucky Department of Education. This does not include issues with CPTED Survey or Site Surveys.

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.

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:

Mechanical & Electrical Services
(Paragraph deleted)

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:

The Architect shall be compensated at the rate of five (5¢) per square foot for the DFP for all buildings excluding Spottsville Elementary School and Jefferson Elementary School. The Architect shall be compensated on an hourly basis as per the attached hourly rates (Exhibit) for the assistance of resolving issues with KFICS and Space Planner as defined by the Kentucky Department of Education. See Article 7 - Other Provisions for additional fee.

The Owner shall pay the Architect an initial payment of Zero (\$ 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 Fifteen percent (15 %).

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 prime interest rate at the Architect's bank , 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.)

ADDITIONAL FEE:

If the Architect finds it necessary to field measure and/or redraw the Henderson County Schools building plans, then the Architect shall be compensated for this service on an hourly basis as per the attached hourly rates (Attachment 'A').

USE OF DOCUMENTS:

1. All Documents are instruments of service in respect to this Project, and Architect shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Architect) whether or not the Project is completed.
2. Copies of Documents that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by the Architect. Files in electronic media format of text, data, graphics, or of other types that are furnished by Architect to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
3. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Architect shall not be responsible to maintain documents stored in electronic media format after acceptance by Owner.
4. When transferring documents in electronic media format, Architect makes no presentations as to long term compatibility, usability, to readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Architect at the beginning of this Project.
5. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Such Documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or any other project. Any such reuse or modification without written verification or adaptation by Architect, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Architect or to Architect's Consultants. To the extent permitted by state law the Owner shall indemnify and hold harmless Architect and Architect's Consultants from all claims, damage, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

6. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
7. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Architect to further compensation at rates to be agreed upon by Owner & Architect.

VERIFICATION OF EXISTING CONDITIONS:

In as much as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by Architect regarding existing conditions, and because some of these assumptions may not be verifiable without Owner's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, Owner agrees to bear all costs, losses and expenses, including the cost of the Architect's Additional Services arising from the discovery of concealed or unknown conditions in the existing structure, or from any deficiencies or in accuracies in any information or documentation furnished to Architect by Owner.

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

OWNER (Signature)

Marganna Stanley, Superintendent
(Printed name and title)

ARCHITECT (Signature)

Craig Thomas, Architect
(Printed name, title, and license number, if required)

EXHIBIT 'A'

RBS DESIGN GROUP, PSC 2020 REGULAR HOURLY BILLING RATES

Position	Level	Rate	Position	Level	Rate
Principal		\$200.00/hour	Drafter:	8	65.00/hour
Associates:		\$130.00/hour		7	62.50/hour
				6	60.00/hour
Project	7	130.00/hour		5	57.50/hour
Architect:	6	125.00/hour		4	55.00/hour
	5	120.00/hour		3	52.50/hour
	4	115.00/hour		2	50.00/hour
	3	110.00/hour		1	47.50/hour
	2	105.00/hour			
	1	100.00/hour	Clerical	8	82.50/hour
				7	80.00/hour
	12	125.00/hour		6	77.50/hour
	11	120.00/hour		5	75.00/hour
Project	10	115.00/hour		4	72.50/hour
	9	110.00/hour		3	70.00/hour
Coordinator:	8	105.00/hour		2	67.50/hour
	7	100.00/hour		1	65.00/hour
	6	95.00/hour			
	5	90.00/hour			
	4	85.00/hour			
	3	80.00/hour			
	2	75.00/hour			
	1	70.00/hour			

NOTE: Forensic rates at 1.5

The undersigned agent, being duly sworn, states that neither he nor his company has any relationship (financial or through kinship) to:

- ☒ Any school board member or the superintendent;
- ☐ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned agent further states that he has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship that exists between the agent or the agent's company and any of the parties listed above:

Architect

~~Construction Manager~~

Or

RBS Design Group, PSC Architect
Name of Company Title

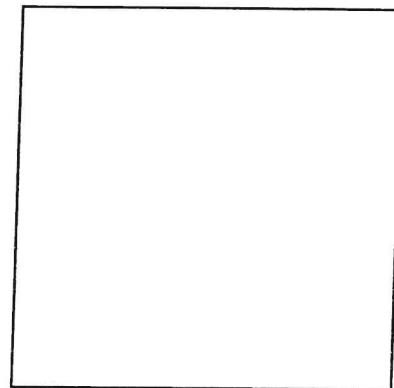
~~Name of Company~~ ~~Title~~

Subscribed and Sworn to Me this

_____ day of
_____, 20____.

Notary Public _____

My Commission expires _____, 20____.



Notary Seal