

EXHIBIT B - DRAFT

AIA® Document B105® - 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

«St. Clair County Community Mental Health »« »
«3111 Electric Ave. »
« Port Huron, Michigan 48060»
« »

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

«TBD »« »
« »
« »
« »

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

« Architectural Services for St. Clair County Community Mental Health– Children’s
Group Home »
« »
« »

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.

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:

«Post design services assisting Owner, as determined necessary by Owner, in bidding the Project and assisting the chosen contractor(s) with the construction process »

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. If the Owner proceeds with construction of the Project, Owner will employ a Contractor or Contractors, 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. Owner may terminate this Agreement upon seven days written notice if Owner decides to cancel, modify or delay the Project. 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:

« Owner will pay undisputed invoices on Net 30-day terms provided such are consistent with this Agreement and all bid documents.»

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 « » (« ») 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.)

«All terms and specifications detailed in Owner's Invitation to Bid / Request for Proposal Architectural Services as revised, modified and supplemented by Owner ("Invitation to Bid") are incorporated herein by reference. In the case of a conflict, the Invitation to Bid shall control.

Architect shall comply with all requirements and specifications of the Invitation to Bid and with all representations and warranties detailed in Architect's Bid.

Architect is an independent contractor and not an employee of Owner.

Architect shall provide Owner with an electronic copy of all drawings for the Project in an autocad format and a copy of all Project specifications in Word.

Architect will assist Owner and Owner's agents in bidding the Project and selecting a contractor(s) or construction manager for the Project.

All design corrections, except those initiated by the Owner and those involving unforeseen field conditions, shall be redesigned by Architect at no charge to Owner. Architect shall be responsible for the cost of redesign to satisfy all governmental regulatory requirements, as well as reproduction costs for any such changes.

Architect shall immediately, not less than 24 hours, notify Owner in writing of the presence of any hazardous material of which the Architect is aware.

Architect agrees to provide assistance for a least one (1) year beyond substantial completion of construction of the Project as well as post-occupancy evaluation of the building thirty (30) days prior to expiration of the warranty period. This review will include architectural, plumbing, mechanical, electrical, civil and structural review of the Project to determine whether the Project components are performing as specified prior to expiration of the applicable warranty period.

Architect represents and warrants that: (i) it has examined the site of the Project and is familiar with the site conditions and restrictions applicable to the Project; (ii) it has the experience, expertise and capacity necessary to provide the services required herein and in the Invitation to Bid; and (iii) it has reviewed the Invitation to Bid and all specifications for the Project and agrees to comply with the same.

Owner reserves the right to approve the identity of the Architect's representative(s) and to require their replacement upon two (2) weeks' notice. Architect shall make available the services of specific individuals as may be required to complete the scope of work or needed in the course of the Project to complete the same.

Architect shall defend, indemnify, and hold harmless Owner and Owner's representatives, employees, agents, officers, volunteers and insured from and for all damages, claims, liabilities, causes of actions, lawsuits, complaints, injuries, fines, fees (including attorney fees), or the like arising in any way out of the services provided by Architect for the Project. The parties agree that they are not required to submit any such disputes to arbitration.

In the case of a dispute arising out of this Agreement, any other agreement between Architect and Owner, or out of the services provided by Architect related to the Project, which one or both parties believes necessitates legal action, the parties agree such action shall be commenced in a state court of appropriate jurisdiction located in St. Clair County, Michigan. The parties consent to the sole and exclusive jurisdiction to resolve such disputes. Further, the parties agree to waive any right they may have to trial by jury arising out of any such disputes.

»

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

OWNER *(Signature)*

« »« »

(Printed name and title)

ARCHITECT *(Signature)*

« »« »

(Printed name, title, and license number, if required)