

Date: October 14, 2021

An Agreement for the Provision of Limited Professional Services

Between: Jody Barker, A.I.A. | Architecture and Design, LLC, Florence, Massachusetts and

Client:

Independent Housing Solutions, Inc.
35 Main Street
Florence, Massachusetts 01062

Project:

Proposed renovations for Independent Housing Solutions, Inc., 5 Franklin Street, Northampton, Massachusetts

Proposed Procurement or delivery method for the construction project is:

Project to be bid.

The Owner's Program is:

To renovate an existing commercial property in Northampton for new use as SRO housing. The project shall create sixteen (16) ADA compliant residential units on the upper two floors of the building. Community and resident support space shall be created on the ground floor of the building.

Basic Architectural Scope of Services

Phase 1 – Schematic design & plan approval:

- Provide multiple schemes showing alternative floor plan layouts.
- Conduct meeting with the Owner to review the design(s).
- Assist the Owner in preparation of drawings and documents for City plan approval and grant funding.

Phase 2 - Design development:

- Finalize one scheme and create a set of design documents.
- Further develop floor plans.
- Further develop exterior elevations.
- Develop preliminary details at walls, kitchen and bathroom elevations, windows and doors, and others.
- Develop a preliminary outline specification detailing finishes, construction materials, and construction types for pricing as required.
- Develop initial Building Code analysis for the project. Review with the City Building Inspector as needed or required.
- Meet with the Owner to review the progress drawings and specifications.

Phase 3 – Bid & construction documents:

- Create a full set of documents for bidding, construction, and permitting.
- Provide Construction Documents for the proposed work, including but not limited to:
 - Provide demolition drawings as required for the the project – floor plans & exterior.
 - Provide floor plans – basement, 1st floor, and roof.
 - Provide exterior elevations.
 - Provide interior elevations of the bathrooms and kitchen spaces as required.
 - Provide a reflected ceiling plan showing proposed outlet locations, switches, lights and fire alarm devices.
 - Provide millwork details as required.
 - Provide door and window schedules and any special details associated for their installation.
 - Provide building and exterior wall sections and details as required for new or renovated work.
 - Provide an outline specification detailing finishes, construction materials, and construction types.
 - Finalize Building Code review.

Phase 4 – Bid administration:

- Conduct on-site meetings with interested Contractors and Sub-Contractors during the bidding period.
- Create sketches for additional information or modifications needed to the plans and/or specifications during the bidding period.
- Review the Contractors' bid submittals with the Owner.

Phase 5 - Construction Administration:

- Conduct on-site meetings during construction.
- Modify/update drawings to reflect any changes to existing conditions.
- Create sketches for additional information needed during construction.
- Review and approve Contractor shop drawings and product submittals.
- Work with you to develop a punch list for the contractor when construction work is almost complete.

Work Not Included in Basic Services:

- Structural Engineering
- Mechanical Engineering- Heating, cooling, and plumbing design. I can schematically lay out the equipment and ducts, as required, after meeting with the Mechanical Contractor. I will not be able to size or specify the equipment
- Sprinkler design and engineering
- Energy analysis (HERS rating)
- Detailed Construction Estimate
- Kitchen cabinetry and layout – I can provide a basic design for the kitchen and will work with your kitchen cabinet vendor to incorporate their final design and details into the final finish package
- Furniture and fixtures ordering and handling. I can help select, but not order
- Hazardous materials testing and abatement plans and specs
- Final As-built plans
- Audio Visual equipment design
- Acoustic analysis
- Consultants expense not included as Basic Services
 - Hazardous materials testing
 - Mechanical engineering
 - Sprinkler engineering
 - Energy analysis consultant
 - Civil or sanitary design
 - Structural engineering
 - Geo-technical engineering
 - Site topography and utilities survey
 - Environmental analysis
 - Historic tax credits consultant
 - Landscape plant materials plan
 - Graphic design

Compensation

- The fee for all work described above in the “Basic Architectural Scope of Services” will be billed hourly.
- My standard hourly rate is \$100 per hour.
- Estimated hours for each phase are as follows:

Phase 1 - Schematic Design:	10 hours	\$1,000.00
Phase 2 - Design Development:	30 hours	\$3,000.00
Phase 3 - Construction Documents:	40 hours	\$4,000.00
Phase 4 - Bid Administration:	10 hours	\$1,000.00
Phase 5 - Construction Administration (as requested):	20 hours	\$2,000.00

TOTAL for all Phases: \$11,000 (estimated)

- NOTE: I will bill you HOURLY. I will only bill you for the number of hours I work, so if I work fewer hours, the savings will be passed on to you. If for some reason you choose to stop working with me, I will only bill you for the hours I have worked up to that point.
- If the scope of work or construction costs increase dramatically, then a change order proposal will be provided and fees adjusted accordingly. See Change in Services section below.
- All work beyond basic services will be charged at the hourly rate.

Payment Schedule.

- Payments will be billed on a monthly basis. The final invoice will be sent at the end of my billable hours.

Reimbursables (These are NOT included in Basic services and will be billed as an additional expense)

- Reproduction expenses. (Xerox copies)
- Express Mail.

Change in Services

Changes in Services of the Architect, including services required of the Architects consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in paragraph 1 below. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation and to any Reimbursable Expenses described above.

If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation.

1. Change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service.
2. Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously, prepared Instruments of Service.

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.

Architect's Responsibilities

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project.

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. 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 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 A105TM-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.

Architect's Reasonable Standard of Care:

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 makes no warranties, either express or implied, with respect to services provided under this Agreement.

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; Geo-technical 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.

Concealed or Unknown Conditions in Existing Buildings:

The Owner shall provide information regarding the existing facility, including destructive testing and investigation of concealed conditions, in a timely manner. In the event documentation or information furnished by the Owner is inaccurate or incomplete, any resulting damages, losses and expenses, including the cost of the Architect's Change in Services or Additional Services, shall be borne by the Owner. If the Owner does not provide documentation or information beyond that which is apparent by non-intrusive observations of the existing facility and the Owner does not perform destructive testing or investigate concealed or unknown conditions, the Owner shall assume sole responsibility, including the cost of Change in Services or Additional Services of the Architect, if any, for all unknown or concealed conditions that are encountered during construction that require changes in the design or construction of the Project.

Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, an arbitrator to be mutually selected will arbitrate it.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

Schedule

I can begin work as early as agreement is signed.

If you have questions about this proposal I would be happy to sit down with you and discuss. I will be as open and easy to work with as possible as I know that each project needs good communication to succeed. I am open to any and all of your suggestions.

Thank you for this amazing opportunity!

Offered by:
Jody Barker, A.I.A.

Accepted by (Client)

Signature

Printed signature
