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AIA® Document B105™ – 2007
Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the Twenty-sixth day of April in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

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

Woodbury County, Iowa
620 Douglas Street
Sioux City, Iowa 51101

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

Cannon Moss Brygger & Associates, P.C. (CMBA)
302 Jones Street, Suite 200
Sioux City, Iowa 51101

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

Courtroom Window Emergency Repair
Woodbury County Courthouse
620 Douglas Street
Sioux City, Iowa 51101

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.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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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 accepted 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:

Architect to develop documents that illustrate the extent and nature of the work required to stabilize the clear windows with associated structural engineering and rebuild the art glass windows and marble trim located in the southeast courtroom of the Woodbury County Courthouse. Restoration, repair and painting of the window frames will be detailed. Caulking of windows and associated sheet-metal fabrications to be called out. Architect to provide information to the Owner's Contractor to assist in establish pricing information. The work to follow the recommendations listed in the "Window Study Southeast Courtroom 203, Woodbury County Courthouse, Sioux City, Iowa" prepared March 30, 2016 by FEH Design and CMBA Architects. The study is to be used as a guideline for the work. If existing conditions are found to vary extensively from those described in the study once further investigation and work are commended, an adjustment to services and fee may be required. This work is being undertaken as an emergency situation based on the potential for window failure at any time. Services will include coordination with the National Park Service and their requirements for protection of the building as a National Historic Landmark.

These services will not include any civil, interior, mechanical, electrical or plumbing design. Brick and terra cotta repair or restoration will not be addressed in this work.

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 plan of corrective action. Upon the Owner's approval of the plan, 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 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 only once, visiting the site up to ten visits with accompanying field reports, 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 under this agreement shall become property of the Owner. 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.

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§ 3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under Section 3.1. The terms of this Section 3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Article 4.

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.

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:

Hourly at Standard Rates at time of Service not to exceed the maximum amount of \$20,000 including reimbursable expenses. Current rates are attached as EXHIBIT A.

Due to the uncertain nature or extent of the work that will be required, the not-to-exceed fee may not be sufficient to complete the project. If it becomes obvious when 90% of the not-to-exceed amount is reached that additional fee will be required, the Architect will notify the Owner in writing of that situation. An amendment to the agreement will be submitted at that time for approval to increase the Architect fee by another fixed amount agreeable to both parties.

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 Zero percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest from the date payment is due at the rate of Eighteen percent (18 %) per annum , 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 Contractors' requests for substitutions of materials or systems; and services not completed within Eighteen (18) months of the date of this Agreement through no fault of the Architect.

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ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

§ 7.1 Nothing in this Agreement is intended, nor shall be construed to hold the Architect, his employees, agents, or assigns, to a standard of care that would otherwise be required in the absence of a written contract.

§ 7.2 Architect shall provide its services and meet its obligations under this Contract in a manner using the knowledge and skill which meet generally acceptable standards in Architect's community and region. To the fullest extent permitted by law, Architect makes no other express or implied warranties.

§ 7.3 To the fullest extent permitted by law, Owner shall indemnify and hold Architect harmless from all claims, losses, expenses, damages, fines, penalties, fees (including Attorney fees), costs and judgments that may be asserted against Architect and which result from any acts or omissions of Owner or Owner's agents in performance of this Contract.

§ 7.4 This Contract contains the entire agreement of the parties. There are no other promises or conditions in any other agreement, whether oral or written, concerning this matter. This Contract supersedes any prior written or oral agreements between the parties.

§ 7.5 If any provision herein is invalid or unenforceable, the remaining provisions will continue to be valid and enforceable. If a court finds any provision of this Contract invalid or unenforceable, but that by limited such provision, it would be come valid and enforceable, such provision will be deemed to be written, construed and enforced as so limited.

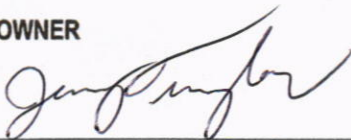
§ 7.6 This Contract may be modified or amended in writing, if the writing is signed by the party obligated by the modification or amendment. The parties agree any language used in this Contract will be deemed to be language chosen by the parties, and no rule of strict construction against any party hereto will apply to any term or condition of this Contract.

§ 7.7 This Contract can be executed in counterparts, each of which shall be deemed an original and all counterparts together shall be deemed one agreement. This Contract is deemed effective upon execution by both parties. A facsimile or electronic copy of an original signature shall have the same force and effect as an original signature.

§ 7.8 This Contract may not be assigned without the express written consent of the non-assigning party.

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

OWNER



(Signature)

Jeremy Taylor, Chairperson
Woodbury County Board of Supervisors

(Printed name and title)

ARCHITECT



(Signature)

Terry J. Glade, AIA/Principal Architect

(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Terry J. Glade, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:54:51 on 04/21/2016 under Order No. 2061647447_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)



2016 HOURLY BILLING RATES

Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.

Table listing hourly billing rates for various roles: PRINCIPAL (\$170), ASSOCIATE PRINCIPAL (\$125), ASSOCIATE (\$125), SENIOR ARCHITECT (\$170), ARCHITECT III (\$120), ARCHITECT II (\$115), ARCHITECT I (\$95), INTERN ARCHITECT II (\$90), INTERN ARCHITECT I (\$80), PROJECT MANAGER III (\$145), PROJECT MANAGER II (\$120), PROJECT MANAGER I (\$90), STRUCTURAL ENGINEER II (\$155), STRUCTURAL ENGINEER I (\$125), ENGINEER-IN-TRAINING (\$90), TECHNICIAN II (\$80), TECHNICIAN I (\$75), INTERIOR DESIGNER III (\$100), INTERIOR DESIGNER II (\$80), INTERIOR DESIGNER I (\$75), GRAPHIC DESIGNER (\$85), CLERICAL (\$60).

CONSULTANTS 1.2 X Consultant invoice to CMBA (Structural, Mechanical, Electrical or Civil Engineers and other disciplines)

REIMBURSABLE EXPENSES

PRINTING

Small run and periodic printing as part of the project are included in the fee. Medium quantity in-house or specialty printing is outlined below. Large-run construction document printing is done at lower cost by professional reprographic companies. Where CMBA's management of the printing, distribution and return on the documents is required, there will be a 15% mark-up on reprographic costs.

IN-HOUSE PRINTING SERVICES

Table listing in-house printing services: 24" x 36" (\$1.75 per sheet), 30" x 42" (\$2.50 per sheet).

IN-HOUSE PROJECT MANUAL PRINTING SERVICES

Table listing in-house project manual printing services: 8.5" x 11" (\$0.10 per printed page), 11" x 17" (\$0.20 per printed page).

IN-HOUSE COLOR COPY SERVICES

Table listing in-house color copy services: 8.5" x 11" (\$0.75 each), 11" x 17" (\$1.50 each).

MISCELLANEOUS REIMBURSABLES

Table listing miscellaneous reimbursables: Archived drawing sheets (\$10/sheet), Long distance communications (Actual cost), Mailing/shipping (Actual cost), Out-of-town Travel (Automobile) (IRS rate), Out-of-town Travel (air fare, auto rental/transportation, hotel, food) (Actual cost), Photographic Services (film, processing) (Actual cost), Renderings & Models (Per Quote), Computer Models or Animations (Per Quote), Mounting & Laminating (Cost x 1.2).