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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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