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AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

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

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

Woodbury County, Iowa
620 Douglas St.
Sioux City, IA 51101

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

Cannon Moss Brygger & Associates P.C. dba CMBA Architects P.C
302 Jones St. Suite 200
Sioux City, IA 51101

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

Dorothy Pecaut Nature Center Floor Issues
Woodbury County, Iowa
4500 Sioux River Road, Sioux City, Iowa 51109

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.

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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:

1. Review of the current slab-on-grade floor displacement issues
2. Develop treatment plan with a structural engineer and provide recommendations for corrective measures
3. Provide drawings and specifications of the treatment plan to be used for competitive quotes or bids as required by Iowa Code
4. Plans at this time do not include extensive structural repairs such as helical or push piers. Intention is floor stabilization only with injected foam.
5. Assist Owner with obtaining and analyzing and recommending competitive quotes or bids
6. Answer questions and provide input during the remediation process, review the contractor pay applications
7. Provide punch list at the end of the remediation process before final payment is released
8. Work with civil engineer to establish bench marks for measuring any additional or future settlement

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. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals only once, visiting the site up to five (5) 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 shall become property of the Owner, and are for the Owner's use solely with respect to constructing the Project. 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.

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

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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. 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 or in part without the express written consent of the other.

The parties acknowledge that the Woodbury County Conservation Board is a third party beneficiary of this contract. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other 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:

Fixed fee of Fifteen Thousand Dollars (\$15,000.00)

The Owner shall pay the Architect an initial payment of zero _____ Thousand zero _____ Hundred Dollars and Zero Cents (\$ \$ 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 thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one-and-one-half percent (1 1/2 %) per month , 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.)

7.1 Nothing in this Agreement is intended, nor shall be construed to hold the Architect, its 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.

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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 judgements 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 become 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 the 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)

Daniel A. Bittinger II, Chairman
(Printed name and title) ^{supervisor}


ARCHITECT (Signature)

Terry Glade, AIA Principal Architect
(Printed name, title, and license number, if required)

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