



# AIA Document B105™ – 2017

## Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 18<sup>th</sup> day of July in the year 2022.  
(In words, indicate day, month and year.)

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

City of Bloomfield, Iowa  
111 W Franklin Street  
Bloomfield, IA 52537-1615  
Phone: 515-664-2260  
www.cityofbloomfield.org

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

RDG Planning & Design, Inc. R3005.140.00  
301 Grand Avenue  
Des Moines, IA 50309-1718  
Phone: 515-288-3414  
www.rdgusa.com

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

Historic Design Guidelines  
Historic Preservation Commission  
Bloomfield, Iowa

The Owner and Architect agree as follows.

### 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:

As described in the attached Proposal Letter dated May 25, 2022 (Exhibit A).

~~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.~~ 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. Both parties acknowledge that the Owner does not have legal ownership of all the properties within the historic district boundaries.

~~§ 2.1 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent existing conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.~~

## **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. Any unauthorized use of the Architect's documents shall be at the Owner's sole risk and without liability to the Architect.

~~§ 3.1 In the event the Owner uses the Architect's documents contrary to the permitted uses set forth in Article 3 or without retaining the Architect, the Owner releases the Architect, its consultants and agents, and employees of any of them, from any and all claims and causes of action arising out of or resulting from such unauthorized uses, including but not limited to those arising out of or resulting from any defects, errors, or omissions in the Architect's documents. The owner, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Architect, its consultants and agents, and employees of any of them, from and against any and all claims, causes of actions, damages, awards losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Owner's unauthorized use of the Architect's documents under Article 3.~~

§ 3.1 OWNERSHIP OF DOCUMENTS. The Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information (hereinafter "Documents") prepared, provided, or procured by the Architect and distributed to the Owner for this Project, upon the making of final payment to the Architect or in the event of termination, upon payment for all sums due to Architect.

§ 3.2 COPYRIGHT. The Parties agree that Owner shall obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments.

§ 3.3 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT. After completion of the Project, the Owner may reuse, reproduce or make derivative works from the Documents solely for the purposes of managing the Project. The Owner's use of the Documents without the Architect's involvement or on other projects is at the Owner's sole risk, except for the Architect's indemnification obligations, and the Owner shall defend and hold harmless the Architect and its consultants, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from such any prohibited use.

§ 3.4 ARCHITECT'S USE OF DOCUMENTS. Where the Architect has transferred its copyright interest in the Documents, the Architect may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

#### **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 and Reimbursable Expenses then due. 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~~ twelve (12) months from the date of ~~Substantial Completion~~ this Agreement.

§ 4.1 The Owner and Architect's rights set forth in this Article 4 are in addition to without prejudice to their other rights and remedies provided by law.

§ 4.2 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: ~~Section 2.1~~, Article 3, Article 5, and Article 7.

#### **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.

§ 5.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Article 6.

§ 5.2 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral including, but not limited to, the terms of any purchase order, invoice, bid documents, or proposal attachment to the Agreement. This Agreement may be amended only by written instrument signed by both Owner and Architect.

#### **ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

Compensation shall be a stipulated lump sum as defined in Exhibit A.

The Owner shall pay the Architect an initial payment of Zero dollars and No 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 Ten percent (10.00%)~~.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of One percent (1.00%) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

Initial payment may be delayed until July 1, 2022.

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

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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. Compensation for these services shall be hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided. The Standard Hourly Rate Schedule shall be adjusted in accordance with the Architect's normal review practices.

## **ARTICLE 7 OTHER PROVISIONS**

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

### **§ 7.1 Not Used. MEDIATION**

~~§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.~~

~~§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, if the parties mutually agree, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be made in writing, mailed to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the institution of a legal or equitable action, but, in such event, mediation shall proceed in advance of the legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.~~

~~§ 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 7.1.4 The Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with independent contractors and consultants retained for the Project and shall require all independent contractors and consultants to also include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.~~

~~§ 7.2 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultant and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from noncompliance with ADA or FHA.~~

~~§ 7.3 To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for claims brought by or through the Owner to the sum of Fifty Thousand Dollars and No Cents (\$50,000.00) or the Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.~~

~~§ 7.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided.~~

~~§ 7.5 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

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§ 7.6 Not used.

§ 7.7 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 4.

§ 7.8 Not used.

§ 7.9 This Agreement is comprised of the following documents listed below:

§ 7.9.1 AIA Document B105™-2017, Standard Short Form of Agreement Between Owner and Architect as modified by Owner and Architect.

§ 7.9.2 Scope of Services attached hereto and incorporated herein by this reference as Exhibit A to this AIA B105.

§ 7.9.3 Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference as Exhibit B to this AIA B105.

~~§ 7.10 Site Visit and Meeting Protocol: Owner and Architect are dedicated and focused on protecting the safety of their employees and the public, and following safe practices to slow the spread of the coronavirus (COVID-19) pandemic event. Owner and Architect acknowledge that the pandemic event has rendered or may render certain obligations under the Agreement impossible and/or unsafe to perform. Therefore, while the present conditions existing and until otherwise mutually agreed in writing, Architect shall use commercially reasonable efforts to conduct all site visits or meetings virtually, via Zoom or other video programs, instead of in person.~~

§ 7.10 Site Visits and Meetings:

- .1 Kickoff meeting will be virtual (Zoom).
- .2 Other scheduled meetings, workshops, and presentations will be in person, in Bloomfield, Iowa. These are limited to: (1) site visit; (1) public information meeting beginning; (1) public information meeting final; (1) training session with city.
- .3 In-person or on-site meetings beyond these will be performed as Additional Services, and compensation for these services shall be hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided.

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

**OWNER**

\_\_\_\_\_  
(Signature)  
Mayor or Designee  
City of Bloomfield  
\_\_\_\_\_  
(Printed name and title)

**ARCHITECT**

\_\_\_\_\_  
(Signature)  
John Sova, AIA  
Principal  
\_\_\_\_\_  
(Printed name and title)

May 25, 2022

Diana Upton-Hill  
 Bloomfield, Iowa  
 dianauptonhill@gmail.com

**RE: Bloomfield, Iowa – Historic Design Guidelines.....RDG #3005.140.00**

Dear Diana,

Thank you for contacting us. RDG Planning & Design is proud to offer our proposal for your Design Guidelines. This important document will be valuable to your community for many generations to come. We are excited to be a part of creating the guide to Bloomfield's past and future!

We propose the following services.

**I. Stipulations**

- A. Anticipated area for the Guidelines includes properties within and adjacent to the Bloomfield Square (NRHP) as shown below. Properties are primarily downtown commercial. Period of Significance: 1850 to 1899.



**II. Program**

- A. Guidelines will be applied to proposed alterations at buildings and sites within the District. Proposed alterations will be reviewed and approved by the Historic Preservation Commission (HPC), the Planning and Zoning Commission, and the City Council, as appropriate. Approvals will be based upon the Guidelines.



- B. Guidelines will focus on the exterior historic character defining features of the buildings and site.
- C. Guidelines will be used by property owners and commission members, explained and illustrated in a straightforward and easy to understand format.
- D. Guidelines will be based on the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- E. Guidelines will be used as an administrative and educational tool for property owners and regulatory authorities.
- F. Guidelines will apply to existing properties, additions, alterations, and new construction (infill).
- G. Proposed Table of Contents for the Guidelines:
 

1. Acknowledgements	10. Architectural Elements
2. Introduction to the Guidelines	11. Site Elements
3. District Map	12. Technical Resources
4. Area History	13. Financial Resources
5. Definitions of Treatment	14. Architectural Styles of the District
6. Standards for Rehabilitation	15. Researching Your Building
7. What is "Historic"?	16. Glossary of Terms
8. Common Elements in the District	17. Directory
9. Repairs & Replacement Materials	

### III. Deliverables and Services from RDG Planning & Design (Architect)

- A. Participation in a kickoff meeting with the HPC, the City, and State Historic Preservation Office (SHPO); by conference call or in person.
- B. Information/data collection.
- C. Site visit to the downtown Historic District.
- D. General research.
- E. Public informational meeting: initial public meeting at the start of the process.
- F. Draft copy of Guidelines.
- G. Solicit and accept public comments on draft Guidelines.
- H. Submit draft Guidelines to SHPO for review and comments.
- I. Prepare final Guidelines.
- J. Public informational meeting: concluding public meeting reviewing the final Guidelines, as developed.
- K. Submit final Guidelines to HPC for review and recommendation to City Council for approval.
- L. One training session with the HPC and City Council members for practical application of the Guidelines.

As a national design firm, we recognize how important it is that we stay connected to our clients and consultants, even amid the current state of social distancing and extended quarantines. In addition to following state and federal guidelines to help mitigate the spread of the COVID-19 virus, RDG has taken significant steps to ensure minimal disruption in our day-to-day business functions. We've invested in substantial technology upgrades to support the demands of an offsite



workforce and are leveraging existing technologies like Zoom to help us remain connected with you and each other as we continue to move meaningful work forward.

**IV. Exclusions**

- A. Identification, testing, mitigation, encapsulation, abatement, or disposal of potential hazardous materials, including but not limited to mold, lead, animal waste, and asbestos.

The following services are also excluded, but may be added by Amendment:

- B. City zoning code review.
- C. City sign/mural regulation review.
- D. Action plan including phasing/time frames for implementing Guidelines, including examples of potential financial incentivizing and/or programs available.
- E. Completion of grant specific paperwork, forms, or acknowledgements.
- F. Additional stipulations that may be required by grants or other sources used to fund the project.

**V. Professional Design Services Fees and Expenses (Architect’s Compensation)**

Professional Design Services (Fee) lump sum .....\$21,650.00

Reimbursable expenses, including travel, meals, lodging, and copies, will be in addition to the Fee, and will be invoiced at ~~1.1x~~ 1.0x the incurred expense.

Fee shown is based on our anticipated hours to perform the requested and appropriate design services. We strongly believe you will find our experience and qualifications an excellent fit for your needs. RDG Planning & Design provides excellent design services for competitive and fair compensation. We look forward to the opportunity to discuss this proposal with you and tailor our approach to fit your needs.

**VI. Proposed Schedule:**

<b>Proposed Timeline</b>	
Site Visit and Kick-Off meeting	June 2022
Research and Production	July 2022
Draft copy to Owner	August 2022
Receive comments from Owner	September 2022
Submittal to SHPO for review	October 2022
Receive comments from SHPO	November 2022
Public informational meeting (if desired)	December 2022
Submittal to Historic Preservation Commission for comments	December 2022
Receive comments from Historic Preservation Commission	January 2023
Final Copy delivered, training session with HPC and city (in person or zoom)	February 2023

NOTE: We consider this schedule a starting point for discussions with you. We would also have capacity to support an expedited schedule, if requested.

**VII. Summary**

RDG Planning & Design specializes in working with historic properties such as yours. We have a core team comprised of licensed historical architects that meet or exceed the professional qualifications standards established by the National Park Service and the Code of Federal Regulations (36 CFR Part 61).





As a member of my local Historic Preservation Commission, I understand how valuable a tool these Guidelines will be to the Historic Preservation Commission, City planners, and property owners. Please feel free to contact me with any questions you might have. You may contact me at: [sfenton@rdgusa.com](mailto:sfenton@rdgusa.com) or directly at: (515) 309-3223. Thank you again for this unique opportunity to assist with the guidelines for this historic neighborhood.

Sincerely,



Scotney Fenton, AIA  
Partner  
RDG Planning & Design



Effective January 1, 2022\*

**Standard Hourly Rate Schedule**

<b>Title</b>	<b>Rate/Hour</b>
Principal .....	\$250.00
Principal .....	\$230.00
Principal Emeritus .....	\$250.00
Architect.....	\$160.00
Architect.....	\$130.00
Architect.....	\$115.00
Construction Administrator.....	\$175.00
Construction Administrator.....	\$145.00
Architectural Intern.....	\$130.00
Architectural Intern.....	\$120.00
Architectural Intern.....	\$110.00
Senior Architectural Staff .....	\$140.00
Architectural Technician.....	\$120.00
Architectural Technician.....	\$100.00
Urban Planner .....	\$135.00
Urban Planner .....	\$115.00
Urban Planner .....	\$95.00
Landscape Architect .....	\$185.00
Landscape Architect .....	\$165.00
Landscape Architect .....	\$155.00
Landscape Architect .....	\$135.00
Landscape Architect .....	\$130.00
Landscape Architect .....	\$115.00
Landscape Architectural Intern .....	\$100.00
Interior Designer.....	\$165.00
Interior Designer.....	\$135.00
Interior Designer.....	\$110.00
Interior Designer.....	\$90.00
Water Resource Engineer .....	\$210.00
Intern Water Resource Engineer.....	\$110.00
Lighting Designer .....	\$220.00
Lighting Designer .....	\$120.00
Engineering Technician.....	\$120.00
Artist .....	\$135.00
Artist .....	\$100.00
Artist .....	\$90.00
Multi Media – Graphic Designer.....	\$155.00
Multi Media – Graphic Designer.....	\$115.00
Multi Media – Graphic Designer.....	\$105.00
CGI and Video Specialist.....	\$130.00
Sustainability Strategist.....	\$150.00
Project Manager .....	\$165.00
Project Manager .....	\$120.00
Project Manager .....	\$95.00



Senior Project Manager.....	\$195.00
Studio Coordinator.....	\$95.00
Marketing Coordinator.....	\$135.00
Marketing Coordinator.....	\$110.00
Marketing Coordinator.....	\$90.00
Client Development Director.....	\$165.00
Digital Communications Manager.....	\$100.00
Communications Director.....	\$130.00
Administrative.....	\$105.00
Administrative.....	\$95.00
Administrative.....	\$90.00
Student Intern.....	\$70.00
Technology Director.....	\$230.00
Computation Designer.....	\$195.00

\*Current hourly rates may be adjusted annually on January 1 of each year.

