

# AIA<sup>®</sup> Document B105™ – 2017

## **Standard Short Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the 9th day of May in the year 2021  
(In words, indicate day, month and year.)

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

Walton County Board of Commissioners  
111 South Broad Street - Historic Courthouse  
Monroe, Georgia 30655  
Telephone Number: 770-267-1301  
Fax Number: 770-267-1400

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

Carter Watkins Architects Associates Inc  
137 East Washington Street  
Post Office Box 1004  
Monroe, GA 30655  
770-267-7799.

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

Walton County Annex 1 – interior and exterior renovations for Public Defender.  
Monroe, Georgia  
Architectural, Mechanical, Electrical, Plumbing, Structure Engineering for the renovations.

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.

## **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:

All Mechanical, Electrical, Plumbing Engineering and all Architectural Services required for a complete 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, 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.

## **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. 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. To the extent allow by law, 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.

## **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 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. However, if the Architect becomes aware of hazardous or toxic materials at the project site, he shall immediately notify the Owner of said information.

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

The Architect's Compensation shall be:

Lump Sum fee of \$28,312.50

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.

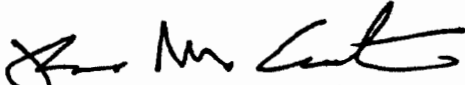
*(Paragraph deleted)*

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 six percent per annum percent ( 6 %), 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.

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

\_\_\_\_\_  
**OWNER (Signature)**  
The Honorable David G. Thompson, Chairman  
WALTON COUNTY BOARD OF  
COMMISSIONERS  
\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT (Signature)**  
Mr. Ben M. Carter, President  
CARTER WATKINS ASSOCIATES  
ARCHITECTS, INC.  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

**CONTRACTOR\* AFFIDAVIT UNDER O.C.G.A. 13-10-91 (B)(1)**

Project Number and Name: Walton Co. Courthouse Annex I

Contractor: Carter Watkins Associates Architects, Inc.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C. G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The State of Georgia Financing and Investment Commission has registered with, is authorized to use and used the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C. G. A. 13-10-91. furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91 9b). Contractor hereby attests that its federal work authorization user identification number and date of authorization area as follows:

204382  
Federal Work Authorization user Identification Number

September 22, 2010  
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct:


Executed on 6th Day, February 2018 in Monroe, Georgia.

  
Signature of Authorized Officer or Agent of Contractor

Benjamin M. Carter, CEO  
Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE**

6th DAY OF FEBRUARY, 2018

  
Notary Public  
My Commission Expires: 9/11/18



\*For the purposed of this affidavit only, anyone under contract with the Owner (i.e. architects, engineers, consultants, etc.) is deemed a "Contractor"