

May 30, 2025

Teton County  
Attn: Darryl Johnson, Public Works Director  
150 Courthouse Drive  
Driggs, ID 83422

RE: SOLID WASTE TRANSFER STATION UPGRADES PROJECT  
PROFESSIONAL SERVICES PROPOSAL

Dear Mr. Johnson:

Architects West, Inc. is pleased to submit this proposal to provide professional design services for the Teton County Solid Waste Facilities Upgrades, including a new Crew Building and Scale House, as described in the County's RFQ dated March 19, 2025, and further detailed in our Scope of Services dated May 14, 2025.

Our team is comprised of Architects West as the Prime Consultant, Great West Engineering for civil and solid waste engineering, GLR Engineers for structural design, and Kartchner Engineering for mechanical and electrical systems.

#### **PROJECT DESCRIPTION:**

We propose to perform the services outlined on the attached 'Scope of Services' letter on an hourly basis. Refer to the attached letter for a detailed description of anticipated tasks and items of work included in each of those tasks. The following design disciplines are included:

- Architecture
- Civil Engineering and Solid Waste Engineering
- Mechanical, Electrical and Plumbing Engineering
- Structural Engineering
- Geotechnical Investigation
- Topographical Survey

Design services and disciplines not listed above, and not included in the scope letter are not included in this proposal. Some specific excluded items include, but are not limited to:

- Offsite utility or roadway improvements beyond the defined project boundaries
- Special testing and inspections (ST&I) required during construction
- Environmental studies or NEPA documentation
- Permitting beyond that required for solid waste facility modifications
- Full-time on-site construction observation or Resident Project Representative (RPR) services
- Legal or land-use consulting services

If additional services are required, we will coordinate with Teton County to prepare a supplemental scope and fee for your review and approval.

## **SCHEDULE**

The following key milestone dates form the basis-of-delivery of this scope of services (as the project progresses, these dates are subject to change).

<b>Task</b>	<b>Milestone</b>	<b>Date</b>
	<i>Signed Contract</i>	<i>By Mid-June 2025</i>
<b>TASK 1 – PROJECT INITIATION</b>		
1.1	Kickoff Meeting / Site Visit	End of June / Early July 2025
	<i>Survey (by others)</i>	<i>July 2025</i>
<b>TASK 2 – DESIGN SERVICES / SW PERMITTING SUPPORT</b>		
2.1	Preliminary (30-50%) Design	September 2025
	<i>Geotechnical Investigation / Report (by others)</i>	<i>August 2025</i>
2.2	Review Meeting #1 (virtual)	Early October 2025
2.3	Draft (70-90%) Design	October 2025
2.4	Review Meeting (in person)	Early November 2025
2.5	Final (100%) Design / Solid Waste Permitting	December 2025
<b>TASK 3 – BIDDING SUPPORT SERVICES</b>		
	<i>Advertise / Bidding Period (~30-45 days)</i>	<i>January – Early Feb 2026</i>
3.1	Pre-Bid Meeting	January 2026
3.2	Misc. Correspondences	January – Early Feb 2026
	<i>Bids Due / Opening</i>	<i>Early Feb 2026</i>
	<i>Bid Tabulation / Recommendation for Award</i>	<i>Mid-Feb 2026</i>
	<i>Contracting</i>	<i>February/March 2026</i>
	<i>Notice to Proceed (NTP)</i>	<i>By April 1, 2026 (weather permitting)</i>
<b>TASK 4 – SERVICES DURING CONSTRUCTION</b>		
	<i>Construction Period (~6-8 months)</i>	<i>April – November 2026</i>
4.1	Office Support Services	April – November 2026
4.2	Field Support Services (periodic – as requested)	April/May – November 2026
	<i>Substantial Completion</i>	<i>October 2026</i>
4.3	Substantial Completion Walk-Through	October 2026
	<i>Final Completion</i>	<i>November 2026</i>
<b>TASK 5 POST-CONSTRUCTION SERVICES / PROJECT CLOSEOUT</b>		
5.1	Record Drawings / Project Closeout	December 2026

## **COMPENSATION**

The following table summarizes the labor and expenses for each task. The fee estimate assumes that services will be performed in 2025 and 2026 (see preceding schedule, above). Labor and expenses will be billed on a time-and-material-basis (see 2025 Billing Rate Schedule, enclosed) and will not exceed the estimated budget unless prior written authorization is received from Teton County.

<b>Teton County NTE Calculation</b>	
<b>TASK 1 (30 DAYS)</b>	
AW	\$14,400.00
GreatWest	\$8,200.00
GLR	\$8,000.00
Kartchner	\$5,500.00
Geotech	\$20,000.00
Survey	\$10,000.00
<b>SUB-TOTAL</b>	<b>\$66,100.00</b>
<b>TASK 2 (6 months)</b>	
AW	\$93,600.00
GreatWest	\$55,900.00
GLR	\$27,000.00
Kartchner	\$14,000.00
<b>SUB-TOTAL</b>	<b>\$190,500.00</b>
<b>TASK 3 (3 months)</b>	
AW	\$12,480.00
GreatWest	\$10,200.00
GLR	\$2,000.00
Kartchner	\$750.00
<b>SUB-TOTAL</b>	<b>\$25,430.00</b>
<b>TASK 4 (8 months)</b>	
AW	\$57,600.00
GreatWest	\$32,600.00
GLR	\$8,400.00
Kartchner	\$10,700.00
ST&I	\$25,000.00
<b>SUB-TOTAL</b>	<b>\$134,300.00</b>
<b>TASK 5 (1 month)</b>	
AW	\$4,800.00
GreatWest	\$3,300.00
GLR	\$2,000.00
Kartchner	\$600.00
<b>SUB-TOTAL</b>	<b>\$10,700.00</b>
<b>TOTAL NTE</b>	<b>\$427,030.00</b>

**Notes:**

1. Expenses will be billed in addition to the fees above, and will include a 10% markup.

## **GENERAL INFORMATION AND ASSUMPTIONS**

Hourly services will be based on the attached Hourly Rate Schedule. The Architect reserves the right to update the schedule once per year in accordance with normal business practice.

Services not expressly identified as included, are excluded.

Reimbursable expenses are in addition to the fees above and include expenditures made by the Architect in the interest of the Project. Reimbursable expenses are subject to ten percent administrative fee.

- Travel expenses
- Reprographics for deliverables
- Mailing expenses
- Sub-Consultant expenses when not included in Architects fixed fee Basic Services
- Project web site, if required.
- Bid document posting expenses to third party document management web site, if required.

The Owner will cause the Contractor to be bound by standard AIA contract and general conditions or substantially similar contract defining industry standard expectations of Owner, Contractor, and Architect. Architects West can provide AIA contract forms as needed, or if provided by others assume we will be afforded the opportunity to review draft copies of the proposed contract terms to ensure alignment with architect's related responsibilities.

Contract form is proposed to be an American Institute of Architects B105-2017 "Standard Short Form of Agreement Between Owner and Architect". A draft copy is included for reference.

Please let me know if you have any questions or require clarification regarding any aspect of this proposal.

Again, thank you again for this opportunity to be of assistance.

Again, thank you for this opportunity for our Team to serve Teton County.

Sincerely,

ARCHITECTS WEST, INC.



Steve Roth, AIA  
Principal

GREAT WEST ENGINEERING



Travis A. Pyle, PE  
Principal

SR:kah

Enclosures:

Scope of Services letter dated May 14, 2025

Architects West Hourly Rates

Draft AIA B105



May 14, 2025

Teton County  
Attn: Darryl Johnson, Public Works Director  
150 Courthouse Drive  
Driggs, ID 83422

RE: SCOPE OF SERVICES FOR TETON COUNTY, IDAHO  
SOLID WASTE TRANSFER STATION UPGRADES PROJECT

Dear Mr. Johnson:

Teton County, Idaho, desires to add and improve facilities at its solid waste transfer station located at 1088 Cemetery Road in Driggs, Idaho. The proposed upgrades include a new "Crew Building" and an addition/upgrade to the existing entrance facilities (scale house and scaling system). This scope of services provides design services for the complete scope of work. Architects West (AW) will be the prime consultant for this project, teamed with Great West Engineering (GWE) and other required engineering sub-consultants, herein after referred to as the "Architectural/Engineering (A/E) Team."

## **WORK TASKS**

The following work tasks have been identified for design, solid waste permitting, bidding, and support services during construction. Project management services, along with the preparation of monthly invoices and summary letters, are included.

### **TASK 1 – PROJECT INITIATION**

This task includes a site visit and a kickoff meeting at the Teton County Transfer Station. The purpose of this meeting is to review the scope of services and provide an opportunity for the A/E Team to view issues and concerns and discuss the proposed improvements with County staff. The A/E Team will consist of representatives from AW ("Prime Consultant and Architect"), GWE (specialty solid waste consultant and civil engineers), and the subconsultants (structural engineer, electrical/mechanical engineer, and geotechnical engineer). Also included in this task will be survey services to capture building corners, utilities (where observed), and topographic surfaces in the proposed improvement area of the site.

#### Subtasks/Deliverables:

- **1.1 - Kickoff Meeting:** A kickoff meeting agenda will be provided along with meeting notes and action items outlining the next steps of the project. Data needs will also be included in the meeting notes.
- **1.2 - Site Survey:** A site survey will be conducted in and around the WTB to capture the proposed upgrade areas. The survey will be delivered to A/E Team digitally by our surveying subconsultant.
- **1.3 - Geotechnical Investigation:** A geotechnical investigation will be conducted to determine subgrade conditions where new construction is intended to be placed. The geotechnical investigation will provide design parameters and recommendations for foundations and paving, according to the existing subgrade conditions.

- **1.4 - Programming:** The A/E team will provide a program survey and conduct a programming session for the two new buildings. A program document will be delivered at the end of Task #1 and will serve as a basis-for-design for the buildings.

Assumptions:

- Representatives of the A/E Team will attend the kickoff meeting / site visit in person.
- An allowance of up to \$10,000 is included for site survey and mapping services.
- No site visits (other than geotechnical investigation work) are included in this task.
- An allowance of up to \$20,000 is included for geotechnical investigation and recommendations.
- Additional data and information requested will be provided in a timely manner if available. The A/E Team will work through additional information with Teton County, if identified, to see if such information exists to aid in the assessment and design work.

**TASK 2 – DESIGN SERVICES AND SOLID WASTE PERMITTING SUPPORT**

This task includes the design of the proposed improvements and support with solid waste permitting for the DEQ's / local health district's approval. This task includes geotechnical investigation in the proposed improvement area. The geotechnical recommendations report will include design input information for structural engineering, infiltration information for stormwater retention swales/ponds (if needed), and surfacing design recommendations for roads and approach aprons.

Three levels of design are included – Preliminary (30-50%), Draft (70-90%), and Final (100% - For Bidding/Construction). A/E Team will prepare the site civil drawings and specifications for the project in standard 11"x17" size and will provide a separate PE-sealed technical specification book utilizing the ISPWC specs as the standards.

Subtasks/Deliverables:

- **2.1 - Preliminary (30-50%) Design:** Preliminary design documents will include preliminary site civil plans for the project associated with approach road, building apron(s), scales, and utilities (water/sewer). Documents will also include conceptual designs for the crew building and scale house showing floor plans, construction type, and exterior architecture. Included will be a preliminary opinion of probable construction costs for all components of the project.
- **2.2 - Review Meeting #1:** The A/E Team and County Staff will meet virtually to review the preliminary design documents.
- **2.3 - Draft (70-90%) Design:** Comments from the County will be addressed and the design documents will be advanced to a 70-90% design level. The documents will include the draft site civil plans, detailed building plans showing all aspects of the architecture including mechanical, electrical and all other building systems, draft technical specifications, a draft design basis report (technical memorandum), and a draft opinion of probable construction costs for all components of the project.
- **2.4 - Review Meeting #2:** The A/E Team and County Staff will meet virtually to review the draft design documents.
- **2.5 - Final (100%) Design (For Bidding/Construction) / Solid Waste Permit Package:** Comments from the County will be addressed, and final documents will be produced, including the final plans, final technical specifications, final design basis report (technical memorandum), and final opinion of probable construction costs for all components of the project. The final documents for permitting/bidding (and construction) will include the geotechnical recommendation report as

an attachment for the contractor's use. Concurrently, the solid waste permit package will be submitted (design plans, technical specifications, and application form) for review and approval by the DEQ / health district.

Assumptions:

- No offsite work is included.
- A/E Team will prepare plans and technical specifications in our standard format. The Idaho Standards for Public Works Construction (ISPWC) will be used as the standard civil specifications. AIA Masterspec will be used as the standard for A/S/M/E/P specifications. Plans will be prepared as original in sheet size of 11"x17".
- Review meetings will be held virtually and will last up to 2 hours each.
- A/E Team will provide a set of technical specifications and plans to share with the local health district and Idaho DEQ, along with a permit modification application to cover the improvements. Comments are not anticipated, nor is a review meeting with the regulatory agencies necessary.

**TASK 3 – BIDDING SUPPORT SERVICES**

A/E Team will provide bidding support services by attending a pre-bid meeting in person and responding to questions associated with any/all design components.

Subtasks/Deliverables:

- **3.1 - Pre-Bid Meeting:** A/E Team will prepare meeting notes that will be shared with Owner's representatives
- **3.2 - Misc. Correspondences:** GWE and other sub-consulting engineers will assist AW in responding to questions from the bidders related to site engineering design components.

Assumptions:

- One (1) pre-bid meeting will be attended by up to two A/E team representatives.
- The project will be bid one (1) time and awarded/contracted.

**TASK 4 – SUPPORT SERVICES DURING CONSTRUCTION**

A/E Team will provide services during construction of the project in the form of office and field support services. Office support will consist of A/E Team managing project-related documentation and providing support (via telephone or virtual meetings). A/E Team will participate (virtually) in periodic meetings with the County and the Contractor to review project work and answer questions. A/E Team will also participate in-person in the Substantial Completion walk-through and will provide a punch list of items that need to be finished and / or corrected for the Contractor to achieve final completion.

Deliverables:

- **4.1 - Misc. Office Correspondences:** A/E Team will provide submittal reviews, respond to RFI's, review pay applications, and assist County Staff in preparing Work Change Directives, Field Orders, Requests for Quotes, and Change Orders.
- **4.2 - RPR Services:** A/E Team will provide field support services by supplying part-time RPR for the project that will represent the A/E Team.

- **4.3 - Substantial Completion Walk-Through:** A/E Team will conduct an in-person walk-through of the project once the Contractor has notified the County and A/E Team that the project is ready for this review, and will prepare a punch list and Certificate of Substantial Completion.

Assumptions:

- AW will oversee day-to-day construction work. GWE will provide limited services during construction in the form of office support by responding to Contractor's RFIs, reviewing pay applications, and assisting the County with preparing Work Change Directives, Field Orders, Requests for Quotes, and Change Orders. GWE will also provide support to County Staff via phone calls. An allowance of up to \$12,000 is included to provide these services.
- One (1) site visit is included for the Substantial Completion Walk-Through by up to two (2) A/E team representatives. The onsite meeting is assumed to last no more than 4 hours (not including travel time).
- The County, in partnership with the A/E Team, will ensure that the Contractor addresses all outstanding items identified on the punch list and will sign-off on final completion.
- The County will be required to procure the services of a special testing and inspection (ST&I) firm to perform any/all code-required tests and inspections, or other optional tests and inspections, as part of the building construction scope of work. The A/E Team will assist the County with obtainment and evaluation of ST&I proposals.
- The Contractor will be required to conduct its own construction quality control testing and will submit results to GWE to ensure that they meet specifications.
- The Contractor will be required to hire a Professional Licensed Surveyor (PLS) registered in Idaho to layout the Contractor's work and provide before and after (as-built) surveys to document work, quantities, and provide record information.

**TASK 5 – POST-CONSTRUCTION SERVICES / PROJECT CLOSEOUT**

A/E Team will conduct a final walk-through, checking that punch-list items from the Substantial Completion walk-through have been addressed. Also included is the preparation of Record Drawings and closing out the project.

Subtasks/Deliverables:

- **5.1 - Final Completion Walk-Through:** Once the Contractor has completed all the punch-list items from the Substantial Completion walk-through, A/E Team will perform a final walk-through as part of the evaluation for issuance of final payment. This is typically conducted no later than 30 days after Substantial Completion.
- **5.2 - Record Drawings / Project Closeout:** Record Drawings of the project will be provided based on Contractor's as-built information, project records, and RPR observations. All warranty items and checks will be administered by Teton County.

Assumptions:

- The Contractor's as-builts (redlines/markups) and construction completion survey will be thorough and complete.
- One (1) site visit is included for the Final Completion Walk-Through by one (1) A/E Team representative. The onsite meeting is assumed to last no more than 2 hours (not including travel time).

- The Contractor's as-built drawings along with the office paperwork and field logs will be used to document the work as a basis for preparation of the Record Drawings.

## SCHEDULE

The following key milestone dates form the basis-of-delivery of this scope of services (as the project progresses, these dates are subject to change).

Task	Milestone	Date
<i>Signed Contract</i>		
<b>TASK 1 – PROJECT INITIATION</b>		
1.1	Kickoff Meeting / Site Visit	
1.2	Building Programming	
1.3	Survey	
1.4	Geotechnical Report	
<b>TASK 2 – DESIGN SERVICES</b>		
2.1	Preliminary (30-50%) Design	
2.2	Review Meeting #1	
2.3	Draft (70-90%) Design	
2.4	Review Meeting (virtual)	
2.5	Final (100%) Design / Solid Waste Permitting	
<b>TASK 3 – BIDDING SUPPORT SERVICES</b>		
<i>Advertise / Bidding Period (~30 days)</i>		
3.1	Pre-Bid Meeting	
3.2	Misc. Correspondences	
<i>Bids Due / Opening</i>		
<i>Bid Tabulation / Rec for Award</i>		
<i>Contracting</i>		
<i>Notice to Proceed (NTP)</i>		
<b>TASK 4 – SERVICES DURING CONSTRUCTION</b>		
<i>Construction Period (~20 weeks)</i>		
4.1	Misc. Office Support Services	
4.2	RPR Services (Part-Time)	
4.3	Substantial Completion Walk-Through	
<b>TASK 5 POST-CONSTRUCTION SERVICES / PROJECT CLOSEOUT</b>		
5.1	Final Completion Walk-Through	
5.2	Record Drawings / Project Closeout	

## COMPENSATION

The following table summarizes the labor and expenses for each task. The fee estimate assumes that services will be performed in 2025 and 2026 (see SCHEDULE). Labor and expenses will be billed on a time-and-material-basis (see *2025 Billing Rate Schedule*) and will not exceed the estimated budget unless prior written authorization is received from Teton County.

Task Description	Labor	Expenses <sup>(1)</sup>	Sub Fees <sup>(1)</sup>	Total
Task 1 – Project Initiation				
Task 2 – Design / Permitting Services				
Task 3 – Bidding Support Services				
Task 4 – Services During Construction				
Task 5 – Post-Construction / Closeout				
<b>Total</b>				

Notes:  
<sup>1</sup>. Expenses and Subconsultant fees include 10% markup.

Please feel free to contact me to discuss any part of this Scope of Services.  
Again, thank you for this opportunity for our Team to serve Teton County.

Sincerely,

ARCHITECTS WEST, INC.



Steve Roth, AIA  
Principal

GREAT WEST ENGINEERING





Travis A. Pyle, PE  
Principal

ARCHITECTS WEST, INC.  
HOURLY RATE SCHEDULE  
May 1, 2025

Principal	\$230.00
Senior Architect	\$190.00
Architect I	\$170.00
Architect II	\$150.00
Architect III	\$130.00
Architect Intern I	\$125.00
Architect Intern II	\$110.00
Senior Interior Designer	\$160.00
Interior Designer I	\$130.00
Interior Designer II	\$95.00
Senior Landscape Architect	\$185.00
Landscape Architect I	\$130.00
Landscape Architect II	\$110.00
Landscape Designer	\$95.00
Draftsperson I	\$130.00
Draftsperson II	\$105.00
Draftsperson III	\$80.00
Administrative I	\$130.00
Administrative II	\$95.00
Administrative III	\$75.00
WEB/Graphics/Drafting	\$140.00

# DRAFT AIA® Document B105™ – 2017

## Standard Short Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the «» day of «» in the year «Two Thousand Twenty-Five»  
(In words, indicate day, month and year.)

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

Teton County  
150 Courthouse Drive  
Driggs, ID 83422  
Telephone: (208) 776-8222

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

Architects West, Inc.  
210 E. Lakeside Avenue  
Coeur d'Alene, ID 83814  
Telephone: (208) 667-9402

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

Teton County Solid Waste Transfer Station Upgrades Project  
1088 Cemetery Road  
Driggs, ID 83422

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## 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:

See Exhibit A – Fee Proposal Letter dated May 30, 2025, attached.

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, or utilize a different contract form, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

**CONSTRUCTION PHASE.** Inspection shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such inspection shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the contractor in any way from his obligations and responsibilities under the construction contract. Specifically, but without limitation, inspection by the Architect shall not require the Architect to assume responsibilities for the means and methods of construction, nor for safety on the job site.

The Architect shall not be responsible for the failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by the Architect for negligent acts, errors or omissions of any party or parties involved in the series covered by this Agreement other than their own.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees or agents.

**OPINION OF PROBABLE COST.** Since the Architect has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Architect cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

## 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. 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.

### 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.

**RISK ALLOCATION.** The Owner agrees to limit the Architect's liability to the Owner on the Project due to the Architect's negligent acts, errors or omissions, such that the total aggregate liability of the Architect to the Owner shall not exceed the total fee for services rendered on this Project. The Architect shall not be held liable to any contractor or subcontractor.

**EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated agreement between the Client and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and the Architect.

**MEDIATION.** It is understood and agreed that in the event any dispute, controversy, or conflict should arise during the design and construction of the project or following its completion, the parties hereto will cooperate in good faith and, if possible, resolve the issues without resort to arbitration or litigation. Should the parties be unable to reach agreement, an independent mediator will be selected to assist in a further effort to resolve the dispute prior to any arbitration or litigation.

### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

See Exhibit A – Fee Proposal Letter dated May 30, 2025, attached.

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 «ten» percent ( «10» %).

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 «ten» percent ( «10» %) «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 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 « » ( « » ) 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.)*

« »

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

« \*\* DRAFT\*\* »

OWNER (Signature)

« »« »

*(Printed name and title)*

« \*\* DRAFT\*\* »

ARCHITECT (Signature)

«Steve Roth, Principal»

*(Printed name, title, and license number, if required)*