

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

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

**AGREEMENT** made as of the 9th day of August in the year 2023.  
(In words, indicate day, month and year.)

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

Teton County  
1413 N Highway 33 - Physical Address  
150 Courthouse Drive Room 208 – Mailing Address  
Driggs, ID 83422

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

CTA Inc. dba Cushing Terrell  
13 North 23<sup>rd</sup> Street  
Billings, MT 59101

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

Teton County Fairgrounds Master Plan

Driggs, ID

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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User Notes:

(1464552257)

## 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 on similar projects. 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:

Professional Planning and Design Services consist of architecture/planning and cost estimating services as follows:

A Master Plan for the Teton County Fairgrounds. Described as Including a 35 Acre site with a 150' x 250' rodeo arena, seats 1,200 and includes a large practice arena with crow's nest, a 150' x 100' Indoor Pavilion Riding Arena, a 3,500 square foot Fair Building (including kitchen), and 1,350 square foot Lewis-Parish Park and Picnic Shelter. Please refer to attached RFQ response letter dated July 18, 2023, for definition of tasks.

### Phase 1: Project Initiation, Research, & Site Analysis

- Trip #1 on site during the Fair
  - Kevin Nelson, Charlie Smith, Reed Armijo
- Stakeholder & user engagements
- Programmatic assessment only of the existing Fairgrounds site and buildings (see below for a Facility Condition Assessment)
- Program of proposed site elements

### Phase 2: Development of Alternatives

- Interim work session with the Fair Board by virtual meeting
  - Jim Beal, Kevin Nelson, Charlie Smith, Reed Armijo
- Multiple site use diagrams

### Phase 3: Final Report

- Includes Trip #2 on site for final presentation to the Fair Board
  - Kevin Nelson, Charlie Smith, Reed Armijo
- Full-color master site plan graphic

## 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 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 constructing, 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.

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Architect understands and acknowledges that the Architect's Instruments of Service will be public records subject to disclosure to the public pursuant to Idaho Code Title 74 Chapter 2 Open Meeting Law and Title 74 Chapter 1 Public Records Act. Such disclosures by Owner required by law shall not be considered violation of Architect's copyright.

#### **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. There are no intended third party beneficiaries of this Agreement.

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:

##### **Essential Tasks:**

Phase 1	\$16,745
Phase 2	\$13,430
Phase 3	<b>\$19,820</b>
<b>TOTAL</b>	<b>\$49,995</b>

Total Design Services: Not to Exceed \$49,995.00

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project; The reimbursable costs are estimated @ \$7,505.00. These will be presented at cost 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 twelve percent ( 12 %) 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 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.)*

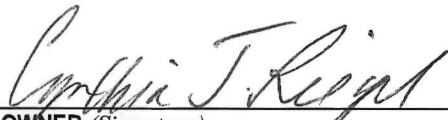
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During the term of this Agreement and following its expiration or termination for any reason, neither Owner nor Architect shall transfer, assign, convey or sublet any right, claims (**including any causes of action or claims alleging breach, negligence, loss or damages arising out of this Agreement**), duty or obligation under it, nor any other interest therein, without the prior written consent of the other party.

The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in Article 1 of this Agreement, the Contractor may require additional information from the Architect to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost, and that an increase in the Construction Cost does not automatically mean that the Architect has breached the Standard of Care.

Except as set forth in this Section, or as expressly agreed in writing by the Architect and Owner, no person other than the parties to this Agreement or their successors and assigns shall be a third party beneficiary of the obligations contained in this Agreement or have the right to enforce any of its provisions.

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



OWNER (Signature)

Cindy Riegel, BOCC Chair  
(Printed name and title)



ARCHITECT (Signature)

Jim Beal Principal-in-Charge

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

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