

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

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

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

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

West Bonner County School District  
134 Main Street  
Priest River, ID 83856  
Telephone: (208) 448-4439

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)*

Priest River Lamanna High School New Tech Center  
Priest River, 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.

**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 November 25, 2024, 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, if part of Agreement, 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 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. Idaho Code shall prevail in all instances.

**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.

**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. The parties will share equally in the cost of mediation.

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

The Architect’s Compensation shall be:

See Exhibit A – Fee Proposal Letter dated November 25, 2024, 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 (10%) percent. Reimbursable expenses are in addition to the Basic Services Fees and include expenditures made by the Architect in the interest of the Project. Reimbursable expenses are subject to ten percent administrative fee, and may include:

- Travel expenses

Init.

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User Notes:

(3B9ADA43)

- 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.

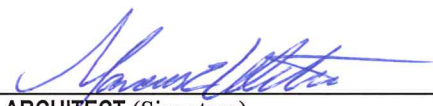
Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of ten percent ( 10 % ) per annum , or in the absence thereof, at the legal rate prevailing at the principal 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 fourteen ( 14 ) months of the date of this Agreement through no fault of the Architect.

*(Paragraphs Deleted)*

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

\_\_\_\_\_  
**OWNER** (Signature)  
 \_\_\_\_\_  
*(Printed name and title)*

  
 \_\_\_\_\_  
**ARCHITECT** (Signature)  
 Marcus Valentine, Principal  
 \_\_\_\_\_  
*(Printed name, title, and license number, if required)*

November 25, 2024

West Bonner County School District 83  
Attn: Kim Spacek, Superintendent  
134 Main St.  
Priest River, ID 83856

RE: West Bonner School District  
Priest River Lamanna High School CTE Shop

Kim,

Thank you for the opportunity to provide the following scope and fee proposal for the referenced project. As per our discussion on November 13, 2024, the following services are anticipated.

Service involves the refinement of the conceptual design provided by Jared Hughes for the high school CTE shop building – a detached pre-engineered metal building (PEMB) of 3,000SF (50'X60') with a 20'X50' leanto. The main building will contain a classroom, a workshop area, an office, restroom, laundry facilities, and storage. Drawings will be developed for bidding purposes for the entire scope. It is anticipated that there will be a pricing exercise at roughly 60% construction documents to ensure the scope is tracking with the budget. This proposal assumes the concept design previously completed will be utilized. The approximate construction budget is \$500,000.

The building is proposed as a PEMB, as that is the concept provided. However, there are aspects to PEMB structures that are not as flexible for this type of building occupancy and scale. We can also explore the option of wood frame construction as a cost-effective alternative.

#### Process for Project Development

- Meet with Facilities Committee to review goals and objectives. Done
- Confirm concept design direction and project scope. Done
- Assess existing site conditions for challenges related to completing the proposed design.
- Refine concept design as required.
- Code compliance review.
- Pre-development meeting with authority having jurisdiction.
- Final schematic approach approval by Facilities Committee.

Upon receipt of written authorization to proceed, AWI will prepare Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the approved preliminary design, to include:

- A. Refinements to the design
- B. Site plan to show access and ADA compliance
- C. Architectural floor plans and ADA details
- D. Demolition plans
- E. Exterior elevations
- F. Building sections
- G. Reflected ceiling plan
- H. Roof plan
- I. Architectural and finish details, as needed

- J. Interior elevations as required
- K. Window and Door schedules
- L. Specifications
- M. Systems coordination with consulting engineers for mechanical, electrical, and low voltage
- N. Structural engineering for foundations. Pre-engineered metal building (PEMB) engineering is not included.

Bidding and construction phase services would include:

- A. Assistance with bid period to include participation in pre-bid meeting, providing document clarifications, responding to bidder questions in the form of addenda, and reviewing substitution requests.
- B. Participation in pre-construction meeting
- C. Periodic site inspections to be familiar with the progress and quality of the work
- D. Interpret requirements of the construction documents. Issue clarifications, respond to requests for information, and review change requests
- E. Review and approve (or other appropriate action) Contractor's submittals and shop drawings for general conformance with the design concept
- F. Conduct punch inspection and provide punch list
- G. Conduct final inspection and assist with project closeout

Excluded services would include site design beyond ADA compliance, soils report(s), boundary/topographic mapping, civil engineering for connection to municipal utilities and street work within the public right of way, demolition plans for existing structure and site, acoustic engineering, hazardous materials testing and/or abatement design, and other services not specifically included.

Fee includes site visits necessary to develop the site drawings, and confirm design scope requirements. Anticipate virtual design coordination meetings every other week through pricing exercise. Deliverable packages to be issued at completion of design development (roughly 25% completion), 60% construction documents for pricing, and at the completion of the construction documents phase.

The scope and fee assume a single final deliverable permit and construction bid set.

#### Fee

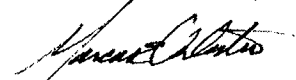
Architects West proposes to provide the scope of service above for a lump sum fee of \$38,800. Alternately, the services can be provided at hourly rates per attached schedule, with a not-to-exceed maximum of \$40,000. Under these terms, consulting engineering services would be provided as pass-through expenses.

This includes credit for the programming and concept work already accomplished, and assumes the design direction is already established. If significant changes to the concept scope and design are proposed after the work proceeds, Architects West will propose/provide a scope and fee adjustment.

Please advise if you have any questions about the proposed scope and service fee. As always, feel free to contact me to discuss.

Sincerely,

ARCHITECTS WEST, INC.



Marcus E. Valentine, AIA  
Principal

ARCHITECTS WEST, INC.  
HOURLY RATE SCHEDULE  
December 1, 2023

Principal	\$205.00
Senior Architect	\$180.00
Architect I	\$160.00
Architect II	\$140.00
Architect III	\$120.00
Architect Intern I	\$110.00
Architect Intern II	\$95.00
Senior Interior Designer	\$150.00
Interior Designer I	\$105.00
Interior Designer II	\$85.00
Senior Landscape Architect	\$150.00
Landscape Architect I	\$120.00
Landscape Architect II	\$100.00
Landscape Designer	\$85.00
Draftsperson I	\$120.00
Draftsperson II	\$95.00
Draftsperson III	\$70.00
Administrative I	\$120.00
Administrative II	\$85.00
Administrative III	\$65.00
WEB/Graphics/Drafting	\$130.00

