DESIGN WEST ARCHITECTS

216 SW 5th Avenue
Meridian, Idaho 83642
(208) 888-1768
FAX: (208) 955-6885

DATE: June 3, 2019

PROJECT: Emmett Middle School Special Education Enhancements

TO: **Wayne Rush, Superintendent**
Emmett School District
400 S. Pine Street #1
Emmett, Idaho 83617

We are sending you x attached __ under separate cover via **US Mail** the following items:

_ shop drawings ___ prints _ tracings x other

Copies	Description
2	AIA Document B105 – Owner/Architect Agreement

COMMENTS:

Please sign both copies on Page 4 where indicated, keep one for your records, and return the other to our office. This Agreement is for Phase 1 programming and design only – an Amendment will be prepared to cover fees for Phase 2 scope as identified on Page 1. Thanks!

___ For Approval
___ For Your Use
___ As Requested
___ Action Required
___ For Review and Comment
x___ For Your Signature

Sincerely Yours,

Jeff Brewer
Project Manager

If enclosures are not as noted, please notify this office at once.

DESIGN WEST ARCHITECTS

216 SW 5th Avenue
Meridian, Idaho 83642
(208) 888-1768
FAX: (208) 955-6885

RECEIVED
JUN 06 2019
DISTRICT OFFICE

DATE: June 3, 2019

PROJECT: Emmett Middle School Gymnasium Roof

TO: **Wayne Rush, Superintendent**
Emmett School District
400 S. Pine Street #1
Emmett, Idaho 83617

We are sending you _x_ attached __ under separate cover via **US Mail** the following items:

_ shop drawings ___ prints _ tracings _x__ other

Copies	Description
1	Performance Bond

COMMENTS:

This original document should be kept in your files for this Project. We have made a copy for our records.

___ For Approval
_X__ For Your Use
___ As Requested
___ Action Required
___ For Review and Comment
___ For Your Signature

Sincerely Yours,

Lisa Olsen
Contract Coordinator

If enclosures are not as noted, please notify this office at once.

AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of June in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

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

Emmett School District
400 S. Pine Street #1
Emmett, Idaho 83617

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

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

Design West Architects, P.A.
216 SW 5th Avenue, Suite 100
Meridian, Idaho 83642

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

Emmett Middle School Special Education Enhancements
301 E. 4th Street
Emmett, Idaho 83617

Scope of Work, Phase 1: Programming and design for modifications to the Special Education area within the existing Emmett Middle School

Scope of Work, Phase 2: Construction Documents, bidding assistance and construction administration for modifications to the Special Education area within the existing Emmett Middle School

The Owner and Architect agree as follows.

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User Notes: (909659979)

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 has been retained as a professional Architect for the Project and its obligations to the Client and to the Project shall be limited to that professional discipline without any other responsibilities or obligations. Consultants included in this Agreement under Article 1 are retained as professional engineers for the Project and their obligations to the Client and to the Project shall be limited to that professional discipline without any other responsibilities or obligations. 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 Owner acknowledges that this standard of care does not imply or represent that the Contract Documents produced by the Architect and his Consultants will be 100% free from inconsistencies, conflicts or discrepancies and they do not guarantee that 100% of the elements of the project are included. The Owner understands that since the Architect and his consultants cannot produce 100% accurate documents, that construction related changes will occur and the changes may result in additional construction costs. These changes are in addition to any changes required due to unforeseen or hidden conditions, changes in the codes or regulations and any Owner directed changes. The Owner will establish a construction contingency to fund construction changes. All costs or credits associated with construction changes will be handled by a modification to the original contract between the Owner and the Contractor(s).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:

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,~~ design and written authorization to proceed with Phase 2 services,, 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.~~
The Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming work.

The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the Substantial Completion date as outlined in the contract between the Owner and the Contractor. The anticipated construction document phase is approximately four (4) weeks from the execution of this Agreement. The anticipated construction phase is approximately eight (8) weeks. The Owner acknowledges that if the Construction Phase Services covered by this Agreement cannot completed within the time frame established in the contract documents and the contract between the Contractor and the Owner (Substantial Completion) because construction is not yet completed, extension of the Architect's services beyond that time shall be compensated as Additional Services. Time and expense incurred by the Architect and his Consultants on the project beyond the Substantial Completion date established by the Contract Documents will be billed and become due on a monthly basis at the rates established in this Agreement until Substantial Completion of construction is achieved by the Contractor(s).

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~~

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~~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.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Phase One Basic Services – Programming and Design: On a time and materials basis utilizing the hourly rates outlined below:

Principal Architect:	$165
Project Architect/Engineer:	$140
Project Manager:	$120
Production:	$ 95
Clerical:	$ 60

The fee for Phase 2 Construction Documents, bidding assistance and construction administration shall be established in an Amendment to this Agreement when the full scope of work has been defined.

The Owner shall pay the Architect an initial payment of Zero Dollars ($ 0) 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 fifteen percent (15 %).

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Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest from the date payment is due at the ~~rate of percent (%) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.~~legal rate prevailing at the Project location at the time payment is due.

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.~~the date of Substantial Completion outlined in the Agreement between the Owner and Contractor.

ARTICLE 7 OTHER PROVISIONS

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

The total amount of claims the Owner may have against the Architect and his Consultants under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the total compensation to the Architect for the Project, specified in Article 11. As the Owner's sole and exclusive remedy under this Agreement, any claim, demand or legal proceeding shall be directed and/or asserted only against Design West Architects, P.A. and not against any employee, officer and/or director of Design West Architects, P.A.

The Owner shall provide a summary narrative of the issue(s) leading to a claim, dispute or other matter in question arising out of or related to this Agreement, identifying in detail the Drawing Sheet, Specification Section and/or other document issued by the Architect and his Consultants that the Owner believes is relevant to the claim or dispute.

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Wayne Rush, Superintendent	James D. Coles, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lisa A. Olsen, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:01:03 MT on 06/03/2019 under Order No. 1319878189 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

Contract Coordinator

(Title)

6/3/19

(Dated)

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