



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the fifteenth day of May in the year two-thousand twenty-five.
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Flathead County Library
247 1st Ave East
Kalispell, Montana 59901
406-758-5820
tdugan@flatheadcountylibrary.org

and the Architect:

(Name, legal status, address and other information)

CTA Inc. (dba Cushing Terrell)
745 S Main St
Kalispell, MT 59901

for the following Project:

(Name, location and detailed description)

Flathead County Library – Kalispell Library: Mall Site Concepts

Flathead County Library is requesting conceptual design services to aid in their fundraising campaign for the purchase of land for a new Kalispell Library location. The site is part of the existing Kalispell Center Mall property, in downtown Kalispell, MT.

Preliminary Project Goals Include:

- \$2.5-3M for land purchase – Phase 1
- 40-50,000 sf target for library building
- 2 stories, even if second story is just partial/mezzanine, will help give building some mass and presence as an anchor
- The developer is planning to provide some shared parking counts for the development
- Property site is located at the NW corner of the existing mall property, adjacent to the Parkline Trail.
- Need concept drawings to build excitement for fundraising effort for land purchase
 - o Site plan
 - o Rough plan layout
 - o Some concept 3D renderings
- Locate and show possibilities for the following:
 - o Drive through book drop
 - o Loading dock
 - o Walkup and Drive up entrances
 - o Community Room – accessible from exterior, without needing to go through the library

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.

The Owner and Architect agree as follows.

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User Notes:

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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:

1. CONCEPTUAL/FUNDRAISING GRAPHICS

(Paragraph deleted)

This scope of work includes the creation of conceptual imagery for use in fundraising materials. The graphics will include site plan and floor plan drawings as well as conceptual 3D perspectives, portraying possible design solutions for the project.

The studies completed under this contract are very preliminary in nature, intended to generate capture early ideas for the layout, look and feel of the project. This scope is not a full conceptual design or highly detailed or reliable for construction purposes. As a later phase, the Owner can engage the Architect for conceptual design and site masterplanning to further the design solutions.

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.

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 Conceptual/Fundraising Graphics phase 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 for fundraising purposes to aid in the property purchase and 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. 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.

Reimbursable expenses include travel (airfare, auto rental, mileage/fuel, lodging, meals), printing, copying, permitting fees, and postage. Legal fees incurred as a result of modifying a standard AIA contract or using Owner provided agreements will be billed as a reimbursable expense to the project.

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 one percent (1 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect. This interest shall be capped at 10% or otherwise limited by law.

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. Compensation for additional services will be negotiated at time of request.

ARTICLE 7 OTHER PROVISIONS

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

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

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.

In recognition of the relative risks and benefits of the project to both the Owner and Architect, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Architect, its officers, employees, agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs, including attorney's, court, expert witness fees, injuries or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Architect or Architect's officers, directors employees, agents or subconsultants, or any of them, shall not exceed the fee paid to the Architect under this Agreement or \$100,000.00, whichever is greater. This limitation applies to every legal theory or cause of action. Owner acknowledges that Architect has offered additional limits of liability for an additional fee and Owner has elected not to purchase additional limits of liability.


Proposed Preliminary Schedule:

- Initial Fundraising Graphics – May 2025

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

OWNER (Signature)

Teri Dugan, Director
(Printed name and title)

Signed by:

0196CB20E3824A3...
ARCHITECT (Signature)

5/15/2025

David Koel, Principal
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:11:57 ET on 05/15/2025.

PAGE 1

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The Owner and Architect agree as follows.

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PAGE 2

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~~ 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:

1. CONCEPTUAL/FUNDRAISING GRAPHICS

~~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.~~This scope of work includes the creation of conceptual imagery for use in fundraising materials. The graphics will include site plan and floor plan drawings as well as conceptual 3D perspectives, portraying possible design solutions for the project.

The studies completed under this contract are very preliminary in nature, intended to generate capture early ideas for the layout, look and feel of the project. This scope is not a full conceptual design or highly detailed or reliable for construction purposes. As a later phase, the Owner can engage the Architect for conceptual design and site masterplanning to further the design solutions.

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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.~~

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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~~ Conceptual/Fundraising Graphics phase 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 for fundraising purposes to aid in the property purchase and as a reference for maintaining, altering and adding to the

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.

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*Cushing Terrell will donate 50% of the fee up to a max of a \$5,000 donation.

The above fee proposal is an estimate based upon the project information we have received to date. This initial design effort will be performed on an hourly, time & materials basis. The hourly approach allows for as little or as many options to be explored until you're satisfied with the results of the design. Hourly work will be billed at Cushing Terrell's standard hourly rates for the year in which the time is expended. The rates shall be adjusted in accordance with the Architect's normal review practices. See below for Cushing Terrell's rate schedule for 2025.

Max

Architectural Production.....	\$ 90.00	\$ 134.00
Architectural.....	\$ 94.00	\$ 168.00
Project Architect.....	\$ 126.00	\$ 204.00
Project Management - Architectural.....	\$ 169.00	\$ 233.00
Director/Lead of Architectural	\$ 232.00	\$ 286.00
Landscape Architect.....	\$ 111.00	\$ 165.00
Landscape Architect Senior.....	\$ 198.00	\$ 250.00
Planner.....	\$ 121.00	\$ 150.00
Interior Designer.....	\$ 94.00	\$ 171.00
Interior Designer Senior.....	\$ 135.00	\$ 234.00
Sustainability Professional.....	\$ 134.00	\$ 160.00
Sustainability Senior.....	\$ 202.00	\$ 208.00
Architectural Principal.....	\$ 228.00	\$ 309.00

\$ 177.00

Engineering Production Civil.....	\$ 119.00	\$ 177.00
Engineering Civil.....	\$ 173.00	\$ 213.00
Engineering Civil Senior.....	\$ 270.00	\$ 279.00
Engineering Production Structural.....	\$ 99.00	\$ 168.00
Engineering Structural.....	\$ 150.00	\$ 191.00
Engineering Structural Senior.....	\$ 198.00	\$ 265.00
Engineering Production Electrical.....	\$ 83.00	\$ 147.00
Engineering Electrical.....	\$ 153.00	\$ 230.00
Engineering Electrical Senior.....	\$ 261.00	\$ 278.00
Engineering Production Mechanical.....	\$ 89.00	\$ 154.00
Engineering Mechanical.....	\$ 130.00	\$ 243.00
Engineering Mechanical Senior.....	\$ 175.00	\$ 254.00
Engineering Production Refrigeration.....	\$ 112.00	\$ 142.00
Engineering Refrigeration.....	\$ 113.00	\$ 183.00

User Notes:

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Engineering Refrigeration Senior.....	\$ 194.00	\$ 250.00
Engineering Principal.....	\$ 222.00	\$ 302.00

SUPPORT

Project Coordinator.....	\$ 91.00	\$ 139.00
Administrative Assistant.....	\$ 75.00	\$ 127.00
Graphic Designer.....	\$ 113.00	\$ 158.00

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus five percent (5 %). Reimbursable expenses include travel (airfare, auto rental, mileage/fuel, lodging, meals), printing, copying, permitting fees, and postage. Legal fees incurred as a result of modifying a standard AIA contract or using Owner provided agreements will be billed as a reimbursable expense to the project.

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PAGE 4

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

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.

In recognition of the relative risks and benefits of the project to both the Owner and Architect, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Architect, its officers, employees, agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs, including attorney’s, court, expert witness fees, injuries or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Architect or Architect’s officers, directors employees, agents or subconsultants, or any of them, shall not exceed the fee paid to the Architect under this Agreement or \$100,000.00, whichever is greater. This limitation applies to every legal theory or cause of action. Owner acknowledges that Architect has offered additional limits of liability for an additional fee and Owner has elected not to purchase additional limits of liability.

Proposed Preliminary Schedule:

- Initial Fundraising Graphics – May 2025

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Teri Dugan, Director

David Koel, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:11:57 ET on 05/15/2025 under Order No. 3104239063 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)