

 **AIA**® Document B105™ – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the Tenth day of February in the year Two Thousand Eleven
(In words, indicate day, month and year)

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

Tooele County - Wendover Airport
345 Airport Apron
Wendover, UT 84083
Telephone Number: (801) 571-2907

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

CRSA, Inc.
649 East South Temple
Salt Lake City, UT 84102
Telephone Number: (801) 355-5915 Fax Number: (801) 355-9885

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

A/E Services for the New Wendover Airport ARFF Building

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. 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:

Please see attached Exhibit A.1

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. 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 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™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's

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.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

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 instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. 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.

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 A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. 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 and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Fixed Fee of \$50,000

The Owner shall pay the Architect an initial payment of Two Thousand Dollars and Zero Cents (\$ 2,000.00) 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 One and fifteen hundredths (1.15).

Payments are due and payable upon receipt of the Architect's monthly invoice. If payment in full is not received by the Architect within 30 calendar days of the invoice date, invoice balances shall bear interest at one (1.0) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

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At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within Six (6) 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.)

LIMITATION OF LIABILITY

Owner limits Architect's liability to Owner, all contractors and subcontractors, and third parties on the Project which may arise from or be due directly or indirectly to the acts, errors and/or omissions, professional or otherwise, including negligence of Architect, its agents, employees or consultants such that Architect's total aggregate liability does not exceed Architect's compensation or \$50,000, whichever is greater. Said limit may be increased up to Architect's then effective coverage limits upon Owner's written request and payment of an additional amount equal to 0.20% of the amount of any increase set in the limit. Said limit shall be maintained by Architect for so long as Architect is providing services under this agreement.

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

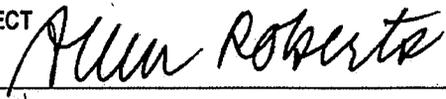
OWNER



(Signature)
Jim Petersen
Tooele County Airport Director

(Printed name and title)

ARCHITECT



(Signature)
Allen D. Roberts, AIA, President

(Printed name and title)

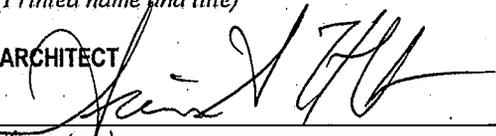
OWNER



(Signature)
Colleen Johnson
Tooele County Commissioner

(Printed name and title)

ARCHITECT



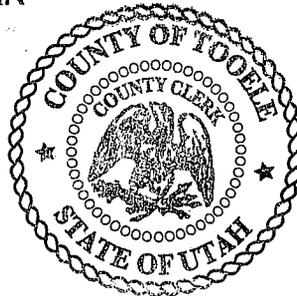
(Signature)
Arrin Holt, AIA, Principal-in-Charge

(Printed name and title)

ATTEST:



MARILYN K. GILLETTE
TOOELE COUNTY CLERK



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ARCHITECTURE · PLANNING · INTERIORS
 649 E SOUTH TEMPLE · SLC, UT 84102 · 801.355.6915 · www.crsa-us.com

February 14, 2010

Mr. Jim Peterson
 Tooele County Airport Director
 345 Airport Apron
 Wendover, UT 84083

Re: Proposal for the new Wendover Airport ARFF / SRB.

Dear Jim:

As per your request, we have prepared a proposal for the Design and Construction Administration services associated with the construction of a new Wendover Airport ARFF / SRB. The new building is to be located along the SIDA boundary fence between hangars #4 & #5.

As you are aware, we have prepared a preliminary floor plan, exterior elevations and estimate of probable cost and have determined that the construction cost for this building will likely be \$425,000.

As we have considered our scope of work, we recognize that the building will be constructed in the Historic Wendover Airfield historic district and will therefore be required to comply with the National Historic Preservation Act of 1966 and be subject to review by the Utah SHPO as well as one or more federal agencies in order to comply with the Section 106 process. We have included a nominal amount of time to assist you in preparing the documents necessary to submit for these reviews in our scope of work for this project.

We propose that we will complete standard building design phase services, design review coordination with the FAA, bidding and contractor contract negotiation and full construction administration services for a four month construction schedule, for the following base fee:

CRSA Design & Construction Services	\$ 50,000.00
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In addition to the in-house resources and personnel available at CRSA, we will contract with local structural, mechanical and electrical engineers. The consultant's fee proposals are attached to this proposal and their fee amounts, which are included in our base fee, are as follows:

Structural Engineer:	Calder Richards	\$ 4,500.00
Mechanical Engineer:	SMD Engineering	\$ 8,500.00
Electrical Engineer:	Spectrum Engineers	\$ 2,800.00

We are aware that you have a current contract with Jviation and CRSA will coordinate with them to incorporate their work into the construction documents, and as such our proposal does not include any civil engineering services or a civil engineering consultant.

This proposal does not include any additional services such as the following:

- Interior design or design services related to FF&E,
- Intrusion detection or CCTV surveillance systems design,