

 **AIA**® Document B105™ – 2007

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

AGREEMENT made as of the 11th day of May  
in the year 2011  
*(In words, indicate day, month and year.)*

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

Grantsville City  
429 East Main Street  
Grantsville, UT 84029

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

Blalock and Partners, LLC  
250 East 100 South  
Salt Lake City, UT 84111

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

Grantsville City Library  
Site TBD

10,800 GSF public library in downtown Grantsville. It is anticipated that this will be a single-story building near or adjacent to the existing City Hall. Construction is anticipated to begin in early December 2011.  
See attached Schedule and Preliminary Project Cost Breakdown

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.

The Owner and Architect agree as follows.

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## 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:

Complete architectural and engineering services (mechanical, electrical, plumbing, structural and civil) for the new 10,800 gross square foot Grantsville City Library. (Work does not include the site survey or geotech report costs.)

Work shall commence with Programming and continue through Construction Administration.

Architect's scope includes:

- Ten (10) Design and Coordination meetings (Design - Construction Document completion)
- Construction Observation and Owner-Architect-Contractor (OAC) meetings every other week; anticipating a 10-month construction schedule resulting in 20 meetings

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 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.

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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:

Programming Fee - \$24,000 Fixed Fee

Design Fee - \$113,207.00 Fixed Fee

Design Fee Schedule:

Schematic Design - 20%; Design Development - 20%; Construction Documents - 35%;  
Bidding - 2.5%; Construction Administration - 20%; As-Built Documents - 2.5%

The Owner shall pay the Architect an initial payment of

Zero Dollars and Zero Cents

(\$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

Zero percent ( 0.00 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid

Sixty ( 60 ) days after the invoice date shall bear interest from the date payment is due at the rate of Five percent ( 5.00 %), 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 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 Four ( 4 ) 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.)*

a. Fixed Fee includes a fee to assist with FF&E (furniture, fixtures & equipment) up to a purchase amount of \$254,100.00.

b. Reimbursable expenses are charged at cost and are set as a not-to-exceed amount of \$5,000.00 for travel (mileage) costs\*, in-office-printing, meals associated with travel. Reimbursable expenses do not include printing of construction documents or other out-of-office printing costs. NOTE: Costs for printing of Construction Documents for Bidding shall be the responsibility of the Owner. Architect shall deliver final Bid Documents in electronic media.

\*Mileage will be charged at the applicable Federal Standard Mileage Rate. (Currently 51 cents / mile).

Architect will not proceed with any work beyond this scope or fee amount without written authorization by the owner.

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

*Brent K. Marshall*  
OWNER (Signature) Grantsville City by

*[Signature]*  
ARCHITECT (Signature)

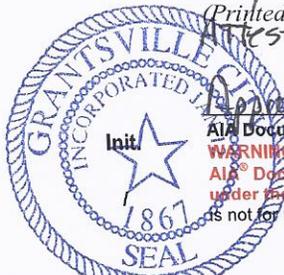
Mayor Brent K. Marshall  
(Printed name and title)

KEVIN BLAROCK, PRINCIPAL  
(Printed name and title)

Attest *Christine Webb* Deputy Recorder

*Ronald L. Elton* City Attorney

Approved As to Form: *Ronald L. Elton* 5/17/2011



# Grantsville Library Preliminary Cost Opinion



## Programming / Pre-Design

ITEM	PROJECTED COST	PROJECTED COST FOR CIB
A&E Programming / Pre-Design Fees	\$ 24,000.00	\$ 24,000.00
<b>Total Estimated A&amp;E Programming / Pre-Design Fees:</b>	<b>\$ 24,000.00</b>	<b>\$ 24,000.00</b>

## Construction Cost Budget (site + building + A/E fees)

ITEM	PROJECTED COST	PROJECTED COST FOR CIB
Building Construction Costs - 10,500 SF	\$ 1,715,266.00	\$ 1,715,266.00
<b>10% Construction Contingency:</b>	<b>\$ 171,526.60</b>	<b>\$ 171,526.60</b>
<b>Construction Cost Subtotal:</b>	<b>\$ 1,886,792.60</b>	<b>\$ 1,886,792.60</b>
Architectural & Engineering Fees (6.0% of Construction)	\$ 113,207.56	\$ 113,207.56
<b>Total Estimated Construction and A/E Budget:</b>	<b>\$ 2,000,000.16</b>	<b>\$ 2,000,000.16</b>

## Soft Costs - Fees for Construction

ITEM	PROJECTED COST	PROJECTED COST FOR CIB
Property Purchase		
Geotech Report	\$ 3,200.00	\$ 3,200.00
Property / ALTA Survey	\$ 2,600.00	\$ 2,600.00
Building Permit Fee \$2,000,000 x .0078	\$ -	\$ 15,600.00
Plan Check Fee \$2,000,000 x .005	\$ -	\$ 10,000.00
Water Meter	\$ -	\$ 400.00
State Fee	\$ -	\$ 156.00
Water Cap Impact	\$ -	\$ 4,526.00
Indoor Water Acquisition	\$ -	\$ 2,016.00
Outdoor Water Acquisition	\$ -	\$ 864.00
Sewer Impact Fee	\$ -	\$ 4,324.00
Public Safety Impact Fee \$.15 x 15,000 SF	\$ -	\$ 2,250.00
Title Fees		
Sub-Division Plat Fees		
Utility Connection Fees	\$ 30,000.00	\$ 30,000.00
Special Inspections	\$ 6,500.00	\$ 6,500.00
Move Management		
Legal / Other Professional Fees		
Project Management Consultant		
Reimbursable Expenses	\$ 5,000.00	\$ 5,000.00
<b>10% Soft Costs Contingency:</b>	<b>\$ 4,730.00</b>	<b>\$ 8,743.60</b>
<b>Soft Costs - Fees Subtotal:</b>	<b>\$ 52,030.00</b>	<b>\$ 96,179.60</b>

## Soft Costs - FF&E Items

ITEM	PROJECTED COST	PROJECTED COST FOR CIB
Furniture, Fixtures & Equipment at \$22 / SF x 10,500 GSF	\$ 231,000.00	\$ 231,000.00
<b>10% Soft Costs Contingency:</b>	<b>\$ 23,100.00</b>	<b>\$ 23,100.00</b>
<b>Soft Costs - FF&amp;E Subtotal:</b>	<b>\$ 254,100.00</b>	<b>\$ 254,100.00</b>
<b>Total Estimated Soft Cost Budget:</b>	<b>\$ 306,130.00</b>	<b>\$ 350,279.60</b>

<b>Project Budget Summary</b>		
<b>ITEM</b>	<b>PROJECTED COST</b>	<b>PROJECTED COST FOR CIB</b>
Programming / Pre-Design Fees	\$ 24,000.00	\$ 24,000.00
Estimated Construction Costs	\$ 1,886,792.60	\$ 1,886,792.60
A/E Fees	\$ 113,207.56	\$ 113,207.56
Estimated Soft Costs	\$ 306,130.00	\$ 350,279.60
<b>TOTAL ESTIMATED PROJECT COSTS:</b>	<b>\$ 2,330,130.16</b>	<b>\$ 2,374,279.76</b>