

# DRAFT AIA® Document B105™ – 2017

## Standard Short Form of Agreement Between Owner and Architect

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

**BETWEEN** the Owner:

(Name, legal status, address and other information)

Town of Alpine, Wyoming  
PO Box 3070, 250 River Circle  
Alpine, WY 83128

Designated Representative:

Eric Green, Mayor  
307.654.7757 ext. 1  
[mayor@alpinewy.gov](mailto:mayor@alpinewy.gov)

and the Architect:

(Name, legal status, address and other information)

CTA, Inc., dba Cushing Terrell  
1700 Broadway, Suite 1200  
Denver, CO 80290

Designated Representative:

Laura Dougherty, Associate Principal  
720.598.9255  
[LauraDougherty@cushingterrell.com](mailto:LauraDougherty@cushingterrell.com)

Main Point of Contact:

Nora Bland, Director, Planning  
720.598.9269  
[NoraBland@cushingterrell.com](mailto:NoraBland@cushingterrell.com)

for the following Project:

(Name, location and detailed description)

Town of Alpine Master Plan  
Town of Alpine,  
Wyoming 83128

Owner engages Cushing Terrell to perform the professional services to update the Town's Master Plan. Work shall be conducted in accordance with conditions of the proposal attached as Exhibit A to this Agreement.

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.

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

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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:

See Exhibit A

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.

## 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.

## 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.

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:

\$225,000.00, billed monthly according to project progress/as incurred.

*(Paragraph Deleted)*

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ~~ten~~ percent (~~10~~ %).

*(Paragraph Deleted)*

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.

## ARTICLE 7 OTHER PROVISIONS

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

**§ 7.1 Independent Contractor:** In providing services under this Agreement, the Architect acts as an independent contractor and not an employee of the Town. The Architect shall be solely and entirely responsible for the Architect's acts and the acts of the Architect's employees, agents and subcontractors for the term and performance of the Agreement. The Architect understands it's employees and subcontractors are not entitled to worker's compensation benefits from the Town, under Worker's Compensation Act WS. **§§ 27-14-101, et seq.**, Wyoming Statutes (WS).

**§ 7.2** The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in Article 1 of this Agreement, the Contractor may require additional information from the Architect to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost, and that an increase in the Construction Cost does not automatically mean that the Architect has breached the Standard of Care.

**§ 7.3** 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 an additional fee and Owner has elected not to purchase additional limits of liability.

**§ 7.4 Insurance:** The Architect agrees to maintain commercial general liability insurance, comprehensive automobile liability insurance, worker's compensation insurance and professional liability insurance coverage during the term of the Agreement. Proof of insurance will be provided by the Architect to the Town.

**§ 7.5 Changes or Amendments:** The Town may from time to time, require changes in the scope of services of the Architect to be performed under this Agreement, including but not limited to additional instructions, additional work, changes in State of Wyoming, Lincoln County or Town of Alpine taxes or a change to the work requested and included in the Architect's proposal under Exhibit A. The Architect shall be compensated under provisions in the Solicitation or pursuant to the Change Order submitted by the Architect.

§ 7.6 Personal and Computerized Data Protection: The Architect will comply with WS 40-12-502 to manage, protect and dispose personal information in project records and files, and for computerized data security.

§ 7.7 Force Majeure: Neither the Town nor the Architect shall be liable for any delay or failure to perform obligations in this Agreement to extent that such delay or failure is caused by a force or event beyond the control of each party, including without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood, earthquakes, or other acts of God.

§ 7.8 Assignability: This Agreement is not assignable or transferrable by the Architect or the Town in whole or in part. During the term of this Agreement and following its expiration or termination for any reason, neither Town 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.

§ 7.9 The Contract shall be governed by the law of State of Wyoming and venue for any litigation will be in the Third Judicial District Court, Lincoln County, Wyoming. In the event of any litigation or other dispute, each party shall bear its own attorney's fees and costs.

§ 7.10 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall be responsible for their own mediator's fee and filing fees. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## ARTICLE 8 SCOPE OF THE AGREEMENT

§ 8.1 This Agreement represents the entire and integrated agreement between the Owner and the 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 Owner and Architect.

§ 8.2 This Agreement is comprised of the following documents identified below:

- .1 Exhibit A – Scope of Services: Methodology, Approach, and Fees

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

\_\_\_\_\_  
**OWNER** (Signature)

Eric Green, Mayor

(Printed name and title)

\_\_\_\_\_  
**ARCHITECT** (Signature)

Laura Dougherty, Principal in Charge

(Printed name, title, and license number, if required)

# Town of Alpine, WY Master Plan

## Exhibit A – Scope of Services: Methodology, Approach, and Fees

### Phase 1

#### TASK 1: PROJECT MANAGEMENT

We are committed to the active participation of all our team members as a part of this effort. To manage the day-to-day activities, project timelines, and budget, Nora Bland (project lead) will be available to the Town Project Manager throughout the process. Nora will attend project management check-ins and be responsible for the following deliverables:

- Contract scope of work refinement and finalization
- Project management meetings
- Scheduling and project administration
- Task management and quality controls
- Subcontractor coordination and contract administration
- Monthly invoicing

##### *Subtask 1.1: Project Kick-off Meeting*

We will begin the Plan process with a Project Kick-off Meeting to verify project assumptions, scope, timelines, and deliverables. Participants will confirm project goals and objectives, identify existing issues, and define big picture desired outcomes and measures of success for the planning process. We will confirm regular project management meetings and participants. The Cushing Terrell team will work with Town staff to understand what areas of the community should be preserved and get a sense of areas that can accommodate growth and infill.

#### TASK 2: OUTREACH & ENGAGEMENT PLAN

Based on information gathered during the project kick-off, the project team will deliver an Outreach and Engagement Plan (OEP) that will include dates and detailed community outreach tasks to be held during the entire project. The OEP is an interactive spreadsheet (updated weekly) that includes all major outreach channels, such as (virtual or in-person) open houses, workshops, pop-ups, interviews, and stakeholder meetings. This task will:

- Establish goals for engagement
- Identify key stakeholders/partner organizations
- Establish a flexible and adaptable engagement schedule
- Solidify marketing and outreach campaign strategy

- Determine overseeing groups/committees
- Establish data gathering strategy to further define target demographics/underrepresented audiences and define listening strategies for each

One of the primary goals is to creatively engage a broad spectrum of community stakeholders through the Master Plan Update process – including residents, business and property owners, service providers, nonprofits, and other community partners. We will strategically spread different outreach and engagement efforts out over the course of the project to ensure ample opportunities for input are available.

## TASK 3: OUTREACH ROUND 1 - ANNOUNCE

### *Subtask 3.1: Project Webpage*

Our team will work with staff to develop content for a project webpage hosted through either the Town's website or carried as a link on Cushing Terrell's website. The webpage will serve as the main information portal for the project so that the community can learn about the Master Plan. It will also have multiple interactive tools for community members to give input throughout the duration of the project. We will use Bang The Table as the engagement platform utilizing Town of Alpine branding for the project specific web page.

### *Subtask 3.2: Community Survey*

The project team will develop a survey asking questions similar to those used in the Kick-off Outreach Event. Mirroring survey questions to in-person allows for straightforward and transparent reporting. Unless otherwise indicated by the Town, the team will conduct this survey via Survey Monkey (consultant's account). It is recommended that the survey be available for approximately one month, and the team will work with the PIO to broadly advertise this survey to gather a wide range of demographic responses. Stakeholder partners identified in Task 1 will be critical to this advertising effort.

### *Phase 1 Deliverables:*

- Project Kick-off Meeting
- Weekly Project Management Meetings
- Outreach & Engagement Plan
- Project Webpage
- Community Survey
- Town Planning & Zoning Commission Update
- Town Council Update

## Phase 2

### TASK 4: RESEARCH & ANALYSIS

#### *Subtask 4.1: Existing Plans/Studies Review*

Our process begins with research. We will identify materials necessary to develop a baseline of information that will inform the Plan Update.

#### *Subtask 4.2: Land Use*

##### **Land Use & Zoning Code Review**

It is critical that our team familiarize ourselves with the current land uses, zoning regulations, historic resources, and building code requirements. While a detailed code audit is not part of this Plan Update, we will conduct an initial scan of codes that regulate development to identify areas where they could be improved. We'd like to answer the question: "If our codes are not allowing/producing the desired type of development, what changes need to be made?"

Primary scope objectives will include:

- Review existing development and building codes and related policies
- Identify current best practices (locally, regionally, nationally)
- Define gaps and recommendations for new policy or code amendments

#### *Subtask 4.3: Market & Housing Study*

Leland Consulting Group (LCG) will conduct a market analysis that will cover various land use categories, including residential, retail, and commercial sectors, to understand the current market dynamics and future demand. The analysis will identify gaps in Alpine's current housing supply and demand. Based on the findings from the market and housing analysis, they will develop strategic recommendations with a focus on optimizing land use, enhancing housing affordability, and identifying potential areas for redevelopment or new development.

### TASK 5: OUTREACH ROUND 2 - GATHER

#### *Subtask 5.1: Stakeholder Interviews (Virtual)*

In addition, the team will hold up to four (4) stakeholder focus group meetings on key planning elements identified by Town staff through Round 1 of engagement. These discussions are smaller than a community workshop with up to 15 attendees representing public, private, and nonprofit groups. They are free-flowing dialogues that will explore existing issues, assets, and opportunities. If the topic was housing, for example, we would assemble affordable housing developers and financiers, real estate/market experts, housing activists/nonprofits, and Randy Rhoads, Cushing Terrell's Director of Affordable Housing would lead the discussion.

#### *Subtask 5.2: Community Workshop #1*

Community Workshops are larger-scale, open-house style events that correspond to project phases. Each will be designed to answer a question, solve a problem, or confirm community priorities. The purpose of Workshop #1 will be to hold a community visioning session and begin to understand what issues are elevated by the community.

#### *Phase 2 Deliverables:*

- Existing Plans/Studies Review
- Land Use & Zoning Code Review
- Market & Housing Study
- Stakeholder Interviews
- Community Workshop #1
- Refined Collective Vision Statement
- Existing Conditions Report/SWOT Analysis

## Phase 3

### TASK 6: INFRASTRUCTURE INVENTORY

The Team will conduct an inventory of infrastructure through visual review, photo documentation, interviews with Town staff of elements including water & Sewer, sidewalks, recreation facilities and roads. We will develop a summary of findings documents including conceptual level improvements and cost estimates.

### TASK 7: DRAFT RECOMMENDATIONS/STRATEGIES

#### *Subtask 7.1: Policy Recommendations*

We will develop a set of draft policy recommendations based on all analyses conducted thus far, community input, and best practices. An Implementation Strategies Matrix will outline action items for plan implementation, responsible parties, and general target dates/timelines. The Matrix will also prioritize alternatives, outlining specific alternative actions to be completed by the Town over a period of ten years and the amount of funding needed to complete those actions. We will also identify potential regional and community partners and funding sources, as applicable.



## TASK 8: DRAFT PLAN

Cushing Terrell will distill the information gathered from the community and staff and provide a plan that defines a broad community vision, goals, and strategies required to achieve the vision. The Draft Plan Update will reflect a compilation of existing conditions, a detailed summary of the community outreach process, the preferred growth scenario, and infrastructure recommendations. The Draft Plan will be a visual expression of the planning process and include high-quality graphics to articulate design principles and other takeaways.

## TASK 9: OUTREACH ROUND 3 - CONFIRM

### *Subtask 9.1: Community Workshop #2*

When Draft Plan elements are ready for review, we will share them with the community at our second Workshop event. We will ask for feedback on the Draft Recommendations through a series of interactive stations. This Workshop can be held both in-person and virtually (on a different date).

### *Subtask 9.2: Public Engagement Summary*

This will be the summation of our public engagement effort. It will detail the outreach and listening methodologies used, audiences targeted, quantitative metrics of people reached, responses gathered, and attendees to meetings and focus groups. This section will also include the specific strategies employed to reach traditionally under-represented populations.

### *Phase 3 Deliverables:*

- Infrastructure Analysis & Recommendations
- Draft Policy Recommendations
- Draft Master Plan
- Town Council Update
- Workshop #2
- Public Engagement Summary

## Phase 4

## TASK 10: FINAL PLAN & ADOPTIONS

### *Subtask 10.1: Final Draft Master Plan Update*

We will work with staff to make adjustments to the Draft Plan based on feedback from the community, stakeholders, and elected officials. The revised plan narrative and associated maps and visualizations will be incorporated into a highly graphic and user-friendly Final Draft Plan Update. An electronic format of the Final Master Plan will be made available. Any large format maps will be provided in PDF format. All documents related to survey responses, graphics, schedules, appendices, addenda, and narrative will be delivered in electronic format.

Spreadsheets and charts will be delivered in Excel format, including supporting data for all tables and graphs.

*Subtask 10.2: Final Plan Approvals*

Cushing Terrell will prepare draft and final draft presentations for the Planning Commission and the Town Council as part of the public review process. The schedule for plan review will be determined by Town staff. We have included virtual participation in two public meetings anticipating a draft and final presentation. We will provide the Town with a Final Master Plan Update and all supporting digital files post-plan adoption.

## Cost Proposal

### **Phase 1            \$30,000**

Task 1: Project Kick-off

Task 2: Outreach & Engagement Plan Task 3: Outreach Round 1\*

Subtask 3.1: Project Webpage Subtask 3.2: Online Survey

### **Phase 2            \$80,000**

Task 4: Research & Analysis\*\*

Subtask 4.1: Existing Plans/Studies Review Subtask 4.2: Land Use & Zoning Code Review

Subtask 4.3: Market & Housing Study (performed by LCG)

Task 5: Outreach Round 2

Subtask 5.1: Stakeholder Interviews (virtual) Subtask 5.2: Open House #1 (in-person)

### **Phase 3            \$80,000**

Task 6: Infrastructure Study (high-level)

Task 7: Draft Recommendations / Strategies Subtask 7.1: Policy Recommendations

Task 8: Draft Plan

Task 9: Outreach Round 3

Subtask 9.1: Open House #2

Subtask 9.2: Public Engagement Summary

### **Phase 4            \$20,000**

Task 10: Final Plan & Adoptions

Subtask 10.1: Final Draft Master Plan Update Subtask 10.2: Final Plan Approvals (virtual)

### **Subtotal            \$ 210,000**

Reimbursables (team travel, printing)    \$15,000

## **Project Total\$ 225,000**

*\*Excludes Project Branding, In-person Kick-off Outreach Event*

*\*\*Excludes Community Character Study*