



Architecture

## Letter of Intent / Work Order for Architectural Services

Think Architecture Inc. appreciates your consideration in using our firm to provide design work and construction documents for the following project.

**Project:** Deseret Peak Complex Phase IA  
(Description)

- + Architecture
- + Landscape Architecture
- + Land Planning
- + Construction Management
- + Interior Design

As outlined below and per Deseret Peak Complex Masterplan dated 11 January 2023 page 9.

7A. New / Upgraded Kids Play Area to include relocation and addition of existing play feature, padded ground cover, picnic pavilion (20 'x 20') with 6 unisex toilets.

7B. New Frontage Park to include picnic pavilion (20 'x 30'), site lighting, concrete walkways and curbs, landscaping, irrigation system improvements, signage.

7C. New Parking Lot to include picnic pavilion (20 'x 30'), asphalt parking lot.

10A. Spectator amenities to include landscaping and hardscaping surrounding existing building.

12C. West Side Spectator Seating to include addition of new press box / show control room, concourse paving, concourse lighting, spectator/sports lighting system, updated spectator amenities, signage.

Client: Toole County Parks and Recreation

Client Address:  
(Billing Address) 2930 Highway 112  
Grantsville, UT 84029

**1.0 Fee Amount:** \$227,785

**1.1 Retainer Required:**

The retainer and signed copy of this letter of intent shall be required to commence with the work.

The retainer shall be applied to the Client's account and will be applied to the projects final billing. Unused portions of the retainer shall be returned to the Client at the completion of the work.

**1.2 Retainer Payment Amount:** \$5,000

**2.1 Billing:**

2.1.1 Projects with fixed fees shall be billed monthly as a percentage of the work that was completed the previous month.

2.1.2 Projects with hourly fees shall be billed monthly billed as to the actual hours worked towards the project the previous month.

2.1.3 Think Architecture Billing Rates.

|                      |             |                     |              |
|----------------------|-------------|---------------------|--------------|
| Principal Architect  | \$175.00/hr | Architect I         | \$ 95.00/hr  |
| Associate. Principal | \$150.00/hr | Land. Architect III | \$110.00/hr  |
| Architect III        | \$125.00/hr | Land. Architect II  | \$ 95.00/ hr |
| Architect II         | \$110.00/hr | Land. Architect I   | \$ 80.00/ hr |

7927 High Point Parkway

Suite 300

Sandy, Utah 84094

801-269-0055

[www.thinkaec.com](http://www.thinkaec.com)

|                     |              |                           |              |
|---------------------|--------------|---------------------------|--------------|
| Planner III         | \$110.00/ hr | Director of Int. Design   | \$130.00/hr  |
| Planner II          | \$ 95.00/hr  | Sr. Interior Designer III | \$110.00/hr  |
| Planner I           | \$ 80.00/hr  | Interior Designer II      | \$ 95.00//hr |
| Sr. Project Manager | \$ 100.00/hr | Interior Designer I       | \$ 75.00/hr  |
| Arch Associate      | \$ 80.00/hr  | Graphic Artist            | \$ 80.00/hr  |
| Arch Associate II   | \$ 70.00/hr  | Administrator             | \$ 75.00/hr  |
| Arch. Associate I   | \$ 60.00/ hr | Office Clerical           | \$ 45.00/hr  |
| BIM Operator I      | \$ 55.00/hr  | Zoning/ Legal             | \$225.00/hr  |

## **2.2 Reimbursable Expenses:**

Think Architecture shall be paid for all reimbursable expenses including postage, long distance telecommunications, reproductions, and mileage and travel associated with the project. An Administrative handling fee of 10% shall be added to all reimbursable expenses.

## **2.3 Invoicing:**

Think Architecture invoices at the first of the month for all services provided the previous month. Invoices shall be delivered via mail and/or email on or near the tenth of every month.

Unless otherwise agreed, payments for services are due and payable within thirty (30) days from presentation or receipt of the invoice.

## **2.4 Payments:**

Amounts unpaid Thirty (30) days after the invoice date shall bear interest rate of 18 % (1 ½% per month) on the overdue amounts.

A finance charge of 18% annually (computed by a single periodic rate of 18% (1-1/2% per Month) will be charged to all account balances over 30 days past due.

Architect reserves the right to suspend services for accounts that reach ninety (90) days past due.

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

## **3.1 Other Terms and Conditions**

3.1.1 Consequential Damages: The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or dispute of this Agreement.

3.1.2 Limitation of Liability: The Owner and Architect have discussed the risks and rewards associated with this project, as well as the Architect's fee for professional services. The Client or Owner and Architect agree to allocate certain of the risks so that, to the maximum and fullest extent permitted by law, the

Architect's total aggregate liability to the Client or Owner and anyone claiming by, through or under the Client or Owner is limited to the amount of the Architect's fee paid by the Owner for any, and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this agreement from any cause or causes. Such causes include, but are not limited to, Architect's or Architect's sub-consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

3.1.3 Instruments of Service: The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of planning approvals. Constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement.

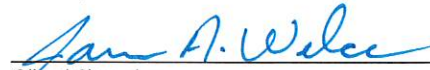
In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.

Sincerely,



Jered M. Plouzek  
Think Architecture  
7927 High Point Pkwy, Suite 300  
Sandy, Utah 84094

Accepted as outlined above:



Client Signature



Printed Name



Date

**APPROVED AS TO FORM:**



**Colin R. Winchester**  
**Deputy Tooele County Attorney**



# Tooele County Council Agenda Item Summary

Department Making Request:

Meeting Date:

*Contract*

**Mark Options That Apply:**

Grant  
*1 time*

Contract  
*1 yr. or less*

Purchase

*Exp date: Dec 2023*

Grant  
*With County Match*

Contract  
*More than 1 yr.*

Other \_\_\_\_\_

*Exp date: \_\_\_\_\_*

**Budget Impact:**

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ 227,785

**Item Title:** Sole Source Request for Think Architecture

*Please answer the who? what? when? why?*

Request for a sole source contract for the project management and engineering of the initial projects associated with the Deseret Peak Master Plan. The request is to have Think Architecture be hired as the project manager and designer for the projects associated with the initial phase of the master plan. Think Architecture is the firm hired by Victus Advisors, who did the master plan, to help design the master plan concept. We have met with them multiple times detailing our vision of the facility. They are aware of our challenges, have access to needed details for the design, and have significant experience in park design and project management.

Agreeing to this sole source will save several months of time and allow the design to begin on the projects identified in the master plan sooner.

**List who needs copies when approved:**