

**MBA MEETING
PACKET**

DATE:

October 24, 2023

AGENDA
KANE COUNTY MUNICIPAL BUILDING AUTHORITY MEETING TO BE
HELD TUESDAY October 24, 2023 at 1:30 PM
IN THE School Board Room at the Kanab Center, 20 North 100 East, Kanab, Utah

WE WELCOME EVERYONE TO ATTEND ELECTRONICALLY BY PHONE.
CALL IN INFORMATION: Meeting call in # 435-676-9000 participant code 168030# (This is a local call within the South Central service area)

CALL MEETING TO ORDER & WELCOME:

CONSENT AGENDA: Approval of MBA Minutes for September 26, 2023

REGULAR AGENDA:

- 1. Approval of Babcock Design Contract for the Community Outreach Building**

- 2. Discuss/Approve Change Orders and Funding for the Courthouse and Building B Renovations**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Chameill Lamb at (435) 644-2458.

Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Tuesday, prior to the meeting date.

CONSENT AGENDA

Minutes of:

MBA Meeting Minutes for September 26, 2023

**MINUTES OF THE
KANE COUNTY MUNICIPAL BUILDING AUTHORITY
MEETING HELD TUESDAY September 26, 2023 at 1:30 PM
IN THE SCHOOL BOARD ROOM AT THE KANAB CENTER**

CALL MEETING TO ORDER & WELCOME: Chairman Patty Kubeja
PRESENT: Chairman Patty Kubeja, Member Wade Heaton, Member Celeste Meyeres, County Attorney Rob Van Dyke, Sheriff Tracy Glover, Clerk/Auditor Chameill Lamb, Deputy Clerk/Auditor Candice Brown, Rhonda Gant

CONSENT AGENDA: Approval of MBA Minutes for June 27, 2023

Motion to approve the Consent Agenda including the MBA Minutes from June 27, 2023 made by Member Heaton and motion carried with all Members present voting in favor.

REGULAR AGENDA:

1. Award of RFP Proposal for Construction Management/General Contractor Services for the Kane County Community Outreach Building

Clerk/Auditor Chameill Lamb said they met at the Public Safety Building to open the bids and go over the proposals. There was an evaluator team of five people. They opened the proposals one at a time and each evaluator was given the time to look at those proposals, ask questions, and give a score. One of the proposals only turned in their fee schedule, they didn't turn in any of the technical requirements so they didn't get scored. Another one of the proposals was a very good technical proposal, but on their fee requirements they didn't include some of the fees that we asked for. After they went through a very thorough evaluation of each proposal it came out that Maxwell Construction received the highest score, with a total score of 445 points. The second score behind them was Hughes Construction, with a score of 439 points.

Member Heaton said he has a lot of confidence in what Maxwell Construction can do and have done, but he is concerned about Maxwell getting too stretched out and then not being able to get the projects done in time.

Michael Maxwell said they are a smaller company than the other proposals that were included for this job. He admitted that they were behind on the road shed, but are hoping that the courthouse will be complete and the Civic Center B will be 80% complete at the time the construction would begin, based on the proposal. They do not foresee any issues with being able to focus on that building and complete it in the timeframe that was allotted.

Motion to award the RFP proposal for Construction Management/General Contractor Services for the Kane County Community Outreach Building to Maxwell Construction with the understanding that the chair is authorized to execute a contract in line with the proposal made by Member Meyeres and motion carried with all Members present voting in favor.

Member Heaton-aye
Member Kubeja-aye
Member Meyeres-aye

Motion to adjourn made by Member Heaton and motion carried with all members present voting in favor.

WHEREUPON MEETING ADJOURNED

Chairman Patty Kubeja

Secretary Chameill Lamb

AGENDA ITEMS

ITEM # 1

Approval of Babcock Design Contract for the Community
Outreach Building

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 23rd day of October in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Kane County
76 North Main St.
Kanab, UT 84741

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

Babcock Design
52 Exchange Place
Salt Lake City, UT 84111

800 W. Main St., Suite 940
Boise, ID 83702

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

Kane County Community Outreach Center
Project location

Project Description: See attached Kane County Request for Proposal and Architect Proposal dated March 20, 2023

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. 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.

Init.

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

| See attached Request for Proposal

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

| See attached Request for Proposal

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

| The estimated cost of construction is \$3 Million

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

init.

Schedule to be determined

.2 Construction commencement date:

Approximately January to February, 2024

.3 Substantial Completion date or dates:

Summer of 2024

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Kris Ramsay
Kane County
76 North Main St.
Kanab, UT 84741
kramsaykcso@kane.utah.gov
(435) 313-5671

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Landmark Testing & Engineering
795 E. Factory Dr., Suite B
St. George, UT 84790

Init.

.2 Civil Engineer:

*(Paragraphs deleted)*Included in Architect's Scope of Service

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Chad Littlewood
Babcock Design
52 Exchange Place
Salt Lake City, UT 84111
Chad@Babcockdesign.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

BHB Structural
2766 S. Main Street
Salt Lake City, UT 84115
Chris Hofheins

.2 Mechanical Engineer:

Colvin Engineering Associates
505 E. S. Temple, Suite 100
Salt Lake City, UT 84102
Rob Van

.3 Electrical Engineer:

Envision Engineering
240 E. Morris Ave., Suite 200
Salt Lake City, UT 84115
Jeff Owen

.4 Civil Engineer:

Meridian Engineering, Inc.
1628 West 11010 South, Suite 102
South Jordan, UT 84095
Mark Cook / Michael Nadeau

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

Architect Proposal dated March 20, 2023

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 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. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000) for each occurrence and Four Million (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

(Paragraph deleted)

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

(Paragraph deleted)

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

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§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

(Paragraph deleted)

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

Init.

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided

Init.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect and Owner
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

None

Init.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

- .1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;

Init.

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly (1) visit to the site per month by the Architect during construction
- .3 Two (2) observations to perform and review punch list items for the Owner
- .4 One (1) observations for any portion of the Work to determine substantial completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner’s responsibility in Section 4.1.1.

Init.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors’ general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

(Paragraphs deleted)

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

(Paragraph deleted)

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

Init.

- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner’s budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect’s services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors 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 under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 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 of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 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. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

Init.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Pay Architect through work completed

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$5,000 (Five Thousand)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

Init.

§ 10.6 Unless otherwise required in 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows based on 6.92% of hard construction cost of \$3,000,000.00, which results in a fixed fee as shown below. This fee includes six (6) visits to Kanab during design and construction. Additional visits are available upon request at \$950/trip.

Once final construction costs are determined, the fee will be adjusted accordingly.

.1 Stipulated Sum of \$201,250 as follows:
(Insert amount)

Architectural:	\$120,610
Structural:	\$ 24,192
Mechanical:	\$ 30,240
Electrical:	\$ 20,160

(Paragraphs deleted)

Civil:	\$ 6,048
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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Init.

None

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Additional Services, if any, are to be provided at an hourly rate as listed in Section 11.7 below, and shall be approved by Owner prior to start of work

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Cost plus 10%

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (10	%)
Design Development Phase	Twenty Five	percent (25	%)
Construction Documents Phase	Thirty	percent (30	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Thirty	percent (30	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Sr. Principal	\$250.00
Principal	\$210.00
Senior Associate	\$185.00
Associate	\$175.00
Senior Project Manager	\$165.00
Project Manager	\$160.00
Architect Level III	\$155.00
Architectural Staff Level III	\$150.00
Architect Level II	\$145.00
Architectural Staff Level II	\$130.00
Architect Level I	\$125.00

Init.

Architectural Staff Level I	\$120.00
Architectural Graduate	\$ 95.00
Director of Interior Design	\$155.00
Senior Interior Designer	\$130.00
Interior Designer	\$120.00
Design Assistant	\$110.00
Director of Planning	\$155.00
Planner II	\$120.00
Planner I	\$100.00
Landscape Architect III	\$145.00
Landscape Architect II	\$135.00
Landscape Architect I	\$125.00
Landscape Designer	\$115.00
Operations Manager	\$195.00
Director of Business Development	\$155.00
Controller	\$140.00
Graphic Designer	\$125.00
Administrative Staff II	\$105.00
Administrative Staff I	\$ 75.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; trips to Kanab site will be reimbursed at cost; consultant reimbursables are \$1,750/trip per consultant;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants as noted in 11.8.1.1 above.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

No additional insurance required

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

15 % Fifteen Annually

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 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.

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Other documents:

(List other documents, if any, forming part of the Agreement.)

Architect Proposal dated March 20, 2023

Kane County Request for Proposal

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

Signed by: Robert Cottle

OWNER (Signature)

Kris Ramsay, Assistant Facility Management

(Printed name and title)

ARCHITECT (Signature)

Robert Cottle, President/CEO

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

Init.



KANE COUNTY COMMUNITY OUTREACH CENTER

A/E DESIGN SERVICES PROPOSAL | 20 MARCH 2023



March 20, 2023

Chameill Lamb
Kane County Clerk Auditor
76 North Main Street
Kanab, Utah 84741

Dear Selection Committee,

Babcock Design is grateful for the opportunity to present our qualifications for the design of the new Kane County Community Outreach Center. This project will be of great benefit to the citizens of Kane County for years to come and we look forward to the opportunity to partner with you and provide our design services to give you the best possible outcome.

Our history with Kane County goes back a little over a decade, when we were chosen to design the Kane County Sheriff's Complex and through that experience, we came to truly know the wonderful people who live in Kane County and you have always remained at the top of the list of our favorite clients.

We have assembled a team of Architects and Engineers which we've completed many successful projects together. Through collaboration and cooperation, we are able to spend the necessary time with you to understand what defines a successful outcome. Your needs and expectations are our highest priority and we pledge to you our best efforts to accomplish your goals.

We believe that the best projects come from true collaboration, between the Owner, Architect and General Contractor, where we are all on a team working towards a common goal of achieving Kane County's vision for how they provide for and serve their citizens. Our previous work in Kane County and other communities has demonstrated our sensitivity to the needs of our clients and our ability to create designs that truly represent what is important to our clients.

We ask you to review the attached proposal and look forward to the opportunity to discuss with you in person why Babcock Design is the best choice for your project.

Warm Regards,

Rob Cottle, AIA
President, Babcock Design

RFQ CONTACT

Rob Cottle

President / Principal-in-Charge
Babcock Design
801.433.4317 direct
801.531.1144 office
801.201-6432 mobile

rob@babcockdesign.com





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01 FIRM OVERVIEW

PROFILE

Babcock Design has been providing comprehensive architectural, planning, landscape architecture, and interior design services throughout the country since 1984. Our offices are located in Salt Lake City, Utah and Boise, Idaho. Babcock Design presently employs a staff of forty-eight exceptional design professionals.

Our work encompasses numerous regionally and nationally recognized education facilities, office buildings, public safety and correctional facilities, food manufacturing facilities, municipal projects, academic buildings, religious facilities, retail service buildings, apartment complexes, and healthcare facilities. Our clients are our long-term business partners and more importantly, our friends.

PHILOSOPHY

Every project we design is fundamentally unique. This is because we believe that successful buildings result from the skillful integration of four primary factors: client, site, program and culture. Because these influences vary on each project, the resulting solutions vary as well. We can ensure our process is one that is truly a team collaboration, one that brings innovation to the forefront and transforms our clients' wishes into reality — creating for you a design that makes a difference.





02 MANAGEMENT PLAN

DELIVERABLES, CONSTRUCTION ADMINISTRATION, CM/GC

PROJECT APPROACH

Babcock Design is fortunate to have an existing relationship with Kane County. Having the opportunity to be the Architect of Record for the existing public safety complex has allowed us to build lasting relationships with the Sheriff and the Municipal Building Authority.

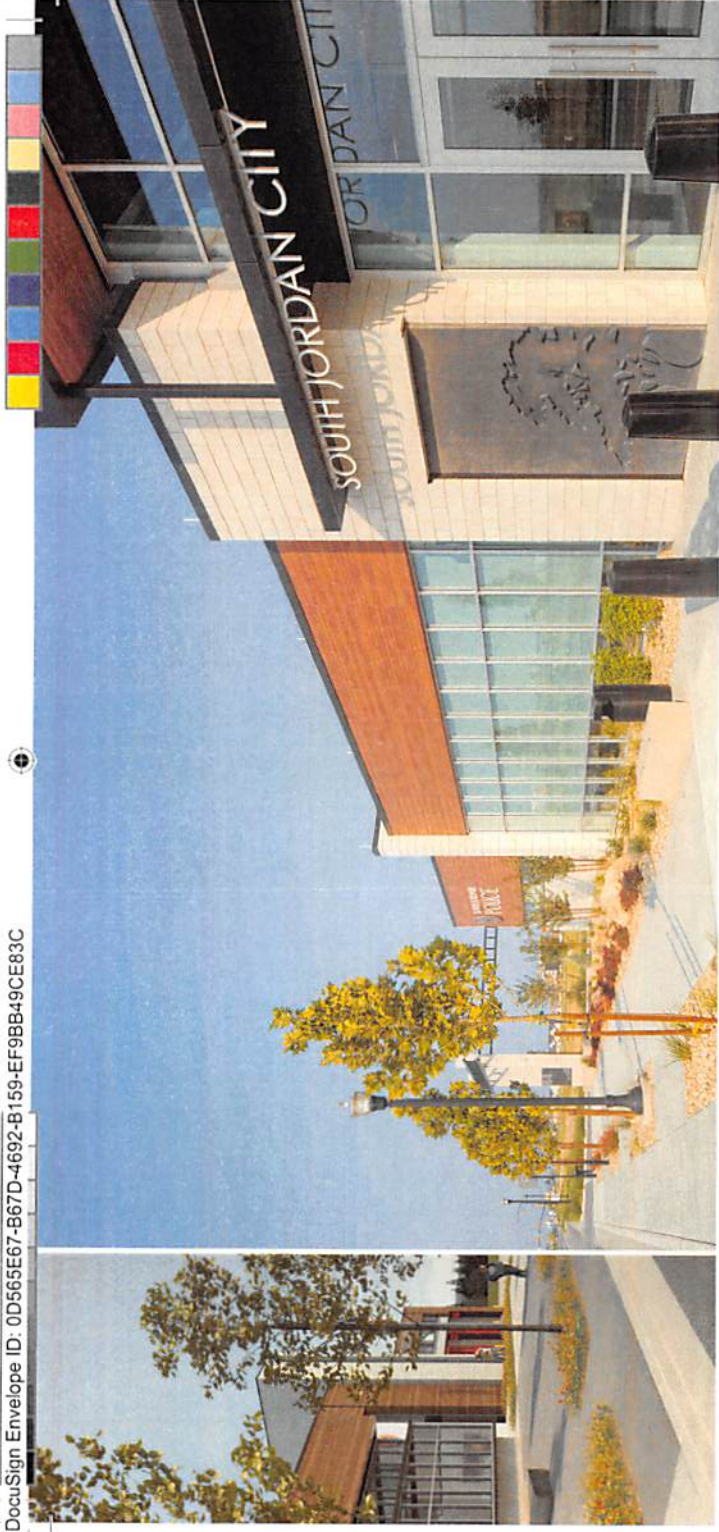
Our Management Plan will follow the outline below:

PRE-DESIGN

Our primary role in this phase is information gathering. We will meet with the decision makers of the project and review the currently proposed conceptual design and determine which elements are approved and if there are any additional modifications or additions. This will effectively be the program verification for the project. As part of this we would like to analyze each departments processes and functional requirements while comparing it to the project budget. We will simultaneously be working with the city and facilitate the jurisdictional approval processes for the projects.

Primary Tasks

- Work sessions with departments and personnel to review the spaces and needs.
- Fine tune the Building Program summarizing these findings.
- Reevaluate the conceptual design that has previously been completed during the feasibility study.



SCHEMATIC DESIGN

This is the process by which we convert the information gathered in the initial phase into a graphic, three-dimensional format. Client involvement is critical at this phase, sponsored through interactive sessions occurring at regular intervals that represent critical design decisions.

Primary Tasks

- Review existing concept design and develop other design options if necessary
- Refine the project schedule issued in this proposal; address all required review periods with authorities having jurisdiction.
- Review design options including floor plans and building elevations.

DESIGN DEVELOPMENT

The project is fleshed out as the individual interrelated components are defined. This process will incorporate interdisciplinary coordination focused on refining the plan and integrating various systems through a three-dimensional Building Information Model (BIM) to understand how these new systems integrate with the existing conditions, structure, and other services. Proactively seeking out potential conflicts and determining the most appropriate solutions is a major priority. Building materials will be selected to meet the aesthetic and longevity goals. Coordination meetings will be scheduled at regular intervals to discuss design options in order to find the best solutions and choose a preferred direction.



Primary Tasks

- Further refine the selected options.
- Determine and design building systems
- Preliminary meeting with code officials to resolve any potential issues
- Select interior and exterior finishes, amenities, fenestration and other elements.
- Comprehensive design review with client to verify design decisions

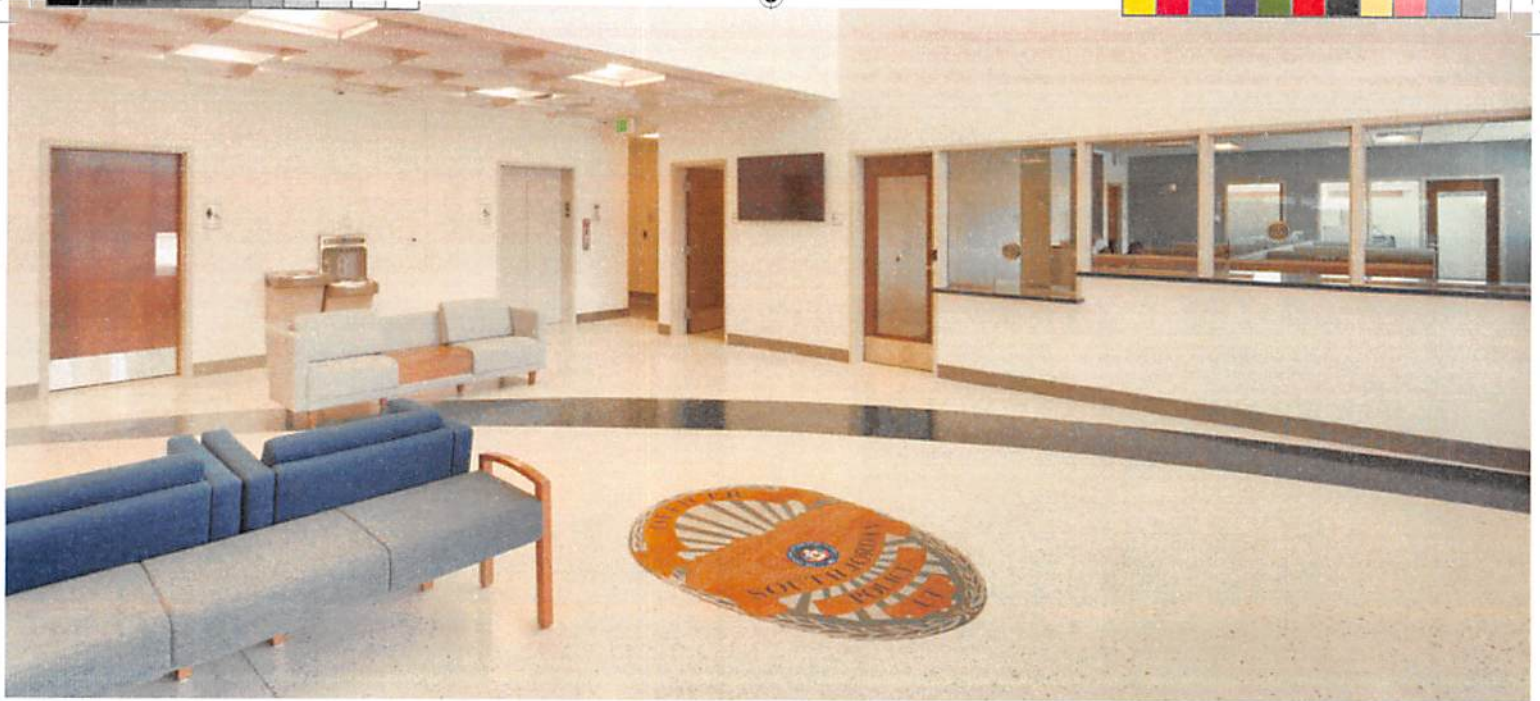
CONSTRUCTION DOCUMENTS

We will convert the graphic representation of the project into a buildable reality. Construction details will be developed as we focus on formulating a drawing set which can be competitively bid by multiple subcontractors. Construction documents will be submitted at 50% completion for review by the Municipal Building Authority representatives. During this time Babcock Design Group will finalize coordination issues and resolve critical items.

Quality control will include an in-house review by a peer team knowledgeable about the project type. When we are 100% complete with the design process, we will issue another design review set to the Municipal Building Authority for verification. We will also have a final meeting with the code official to verify compliance.

Primary Tasks

- Prepare drawings and specifications
- Provide a 50% complete CD package for the Municipal Building Authority interdepartmental review; implement any comments and revisions from this review.
- Perform an in-house peer review at 90% complete for quality control.
- Provide a 100% complete CD package for MBA review prior to issuing to the plan review or general contractors.
- Upon approval of 100% drawings, issue to MBA plan review and selected general contractors.
- Address any MBA review comments.



CONSTRUCTION ADMINISTRATION

We will assist Kane County with the bidding phase by attending any pre-bid conferences and site visits to answer questions and interpret the documents. During the bidding process we will respond to questions and if necessary, prepare any addenda. We will attend the formal bid opening, provide additional input, and help evaluate the bids as needed.

Our approach is to maintain continuity of team members throughout the project. To this end, we commit senior project team members to the project during construction. We will make regular site visits to determine if the work is being performed in accordance with the Contract Documents, as well as to address any questions in the field. Product submittals, including shop drawings, product data, and samples will be reviewed and addressed in a timely manner. The team will respond to Requests for Information, issue necessary change proposals, and review contractor payment requests.

Primary Tasks

- Assist the Municipal Building Authority in bidding and negotiations
- Conduct a pre-construction meeting with the general contractor
- Provide responses to RFIs
- Review submittals
- Attend weekly OAC meetings on site
- Attend walk through and generate punch list

These are some of the typical services and practices that we perform on our projects – depending on the project type, some may be more applicable than others. But whatever the task, we pride ourselves on providing a high level of skill, innovation, and care.

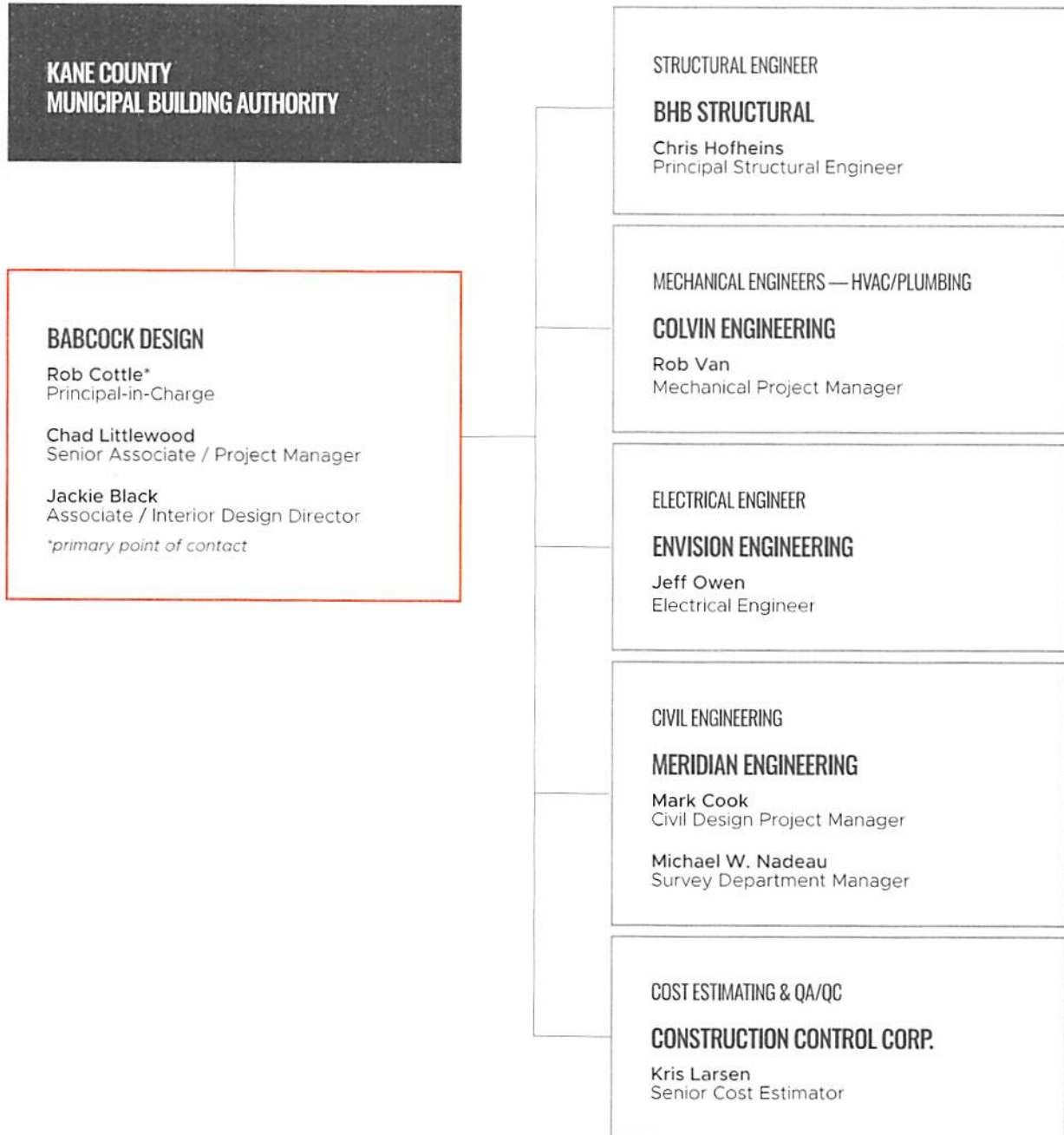
CM/GC DELIVERY METHOD

Engaging a general contractor early in the process is critical. Babcock Design has executed many projects using the CM/GC delivery method. Our CM/GC experience makes for a seamless and coordinated effort to meet the goals of your project. The CM/GC delivery method will ensure cost control and schedule adherence.

Just as you will partner with us and a reputable Construction Manager – we partner with like-minded design professionals who work alongside us to ensure the design, budget, schedule, and quality are unmatched.



03 STRENGTH OF TEAM





ROB COTTLE

AIA
PRESIDENT / PRINCIPAL-IN-CHARGE
BABCOCK DESIGN

EDUCATION

Master of Architecture — University of Utah
BS Geography & Urban Planning — University of Utah

LICENSES / REGISTRATIONS / AFFILIATIONS

Licensed Architect — Idaho, Utah
Member — American Institute of Architects
Member — American Correctional Association
Past Chair — SLC RDA Advisory Committee

Rob has been leading the public sector design studio at Babcock Design since 2003 and thoroughly enjoys using his expertise to guide communities to good design solutions that meet their needs, budgets and represent their values. Rob works closely with the project stakeholders to listen to what's important to them and to find the best solutions for each project.

SELECTED EXPERIENCE

Kane County Public Safety	Uintah Conference Center
Kane County Sheriff's Complex Booking Area Remodel	Uintah County Library
City Center Plaza	Uintah County Public Safety Complex
Nampa Library Square	Utah Olympic Speed Skating Oval
Sanpete County Sheriff's Complex	Ute Tribe Justice Center
South Jordan City Hall	Vernal Field House Museum Addition
South Jordan City Hall Remodel	
South Jordan Fire Station 64, Police Substation & Administration Building	
South Jordan Public Safety Building	
South Jordan Recreation Center	



CHAD LITTLEWOOD

**AIA, NCARB
SENIOR ASSOCIATE / PROJECT MANAGER
BABCOCK DESIGN**

EDUCATION

Master of Architecture — University of Utah

LICENSES / REGISTRATIONS / AFFILIATIONS

Licensed Architect — Utah # 9829562-0301

NCARB Certified

Member — American Institute of Architects

PSMJ Project Management Training

Chad will be your project manager and your day-to-day communication. He is a licensed architect and has been with Babcock Design since 2013. Having a strong background in construction and building techniques, he is able to effectively communicate the design intent for every project he is involved with.

Chad understands the importance of civic buildings and its many different user groups. The internal function and circulation must be reached in parallel with a successful architectural solution.

SELECTED EXPERIENCE

South Jordan Fire Station 64, Police Substation & Administration Building

South Jordan Public Safety Building

South Jordan City Hall Remodel

Ute Tribe Justice Center

Nampa Library Square

136 Center Office Park — Buildings 1 and 2

Podium Office Building 1

Podium Office Building 2

Weave Office Building and Tenant Improvements

Woodley Office Building and Tenant Improvements



CHRIS HOFHEINS

SE
PRINCIPAL / STRUCTURAL ENGINEER
BHB STRUCTURAL

EDUCATION

MS Structural Engineering — University of Utah
BS Civil Engineering — University of Utah
MBA, Highest Honors — Brigham Young University

LICENSES / REGISTRATIONS / AFFILIATIONS

Licensed Structural Engineer (SE) — Utah #323828-2203

Chris Hofheins, BHB's co-founder and President, has 24 years of structural engineering experience. Chris will serve as the Structural Engineer of Record and will ensure project needs and goals are understood and met. Chris will oversee structural design and production of contract bid documents, coordinate drawings, provide engineering review, and value engineering services on the project.

SELECTED EXPERIENCE

Kane County

Kane County Public Safety
Kane School District Valley High School Remodel
Kane School District Valley Elementary Addition
Kane School District Valley High School Addition
Kane School District Valley High School

Community Projects

Farmington Community Center Remodel
Copperview Community Center Expansion & Renovation
Columbus Community Center
Desert Streams Church Community Center and Day Care Center
Dixie Convention Center

Days of '47 Arena
Wheeler Education Community Center
Noah's Event Center (8 locations)
University of Utah Cleone Peterson Eccles Alumni House
Brigham Young University Heritage Village Center

Tenant Improvement

Syracuse Library Addition
ALSCO TI/ Seismic Upgrade
SPS Call Center TI
Clearfield Aquatic Center TI
Larry H. Miller TI
West Jordan City Hall TI
The Other Side Academy Middle House TI



ROB VAN

**LEED AP BD+C
COLVIN ENGINEERING ASSOCIATES**

EDUCATION

University of Utah
Salt Lake Community College

LICENSES / REGISTRATIONS / AFFILIATIONS

Member — The American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE)
Member — US Green Building Council

Robert is consistently focused on the quality of relationships with his clients and teammates. He is optimistic and personable in the way he approaches each project from design to construction. Robert's previous experience extends across a variety of projects. His responsibilities include mechanical engineering, plumbing design services, and a working knowledge of coordination with various disciplines in the construction industry. His prior construction experience provides him with the ability to preemptively assist each contractor to avoid difficulties during the construction phase of the building.

SELECTED EXPERIENCE

Corrections Facilities

Central Utah Correctional Facility — Gunnison Prison Pod Addition
Northern Utah Community Correctional Center
Draper Prison Phase 2
Promontory Prison Phase 2
Uintah 5 Phase 2
Utah County Correctional Facility Phase 2

Office Buildings

136 Center Building 2
America First Credit Union Office / Warehouse
GWCU St. George Public Defencer Office
Ion Solar Office Remodel Phase 2
Scalar Office Building
Timp MOB and Administration Office
American Fork Office Tower - Domo TI
Wilson Tech Office Building





JEFF OWEN

**PE, LC, LEED AP
PRINCIPAL / ELECTRICAL ENGINEER
ENVISION ENGINEERING**

EDUCATION

MBA — University of Utah
BS Electrical Engineering — Brigham Young University

LICENSES / REGISTRATIONS / AFFILIATIONS

Licensed Professional Engineer — Utah #177411-2202

Well-known and respected in the electrical engineering profession, Jeff is recognized as a thought-leader in sustainable design and has actively focused his career on the betterment of communities through advancements in renewable energy.

He is also a Lighting Certified Professional and over his career has developed electrical specifications and designed sophisticated electrical distribution systems for countless municipal projects.

Jeff's in-depth knowledge of security and alarm notification systems, advanced audiovisual systems, intrusion detection, CCTV, access control and emergency power backup solutions will be an asset to the team.

SELECTED EXPERIENCE

Kane County Public Safety Complex
Kane County Jail Booking Improvements
Kane County School District — Remodels and Additions

- Valley Elementary School
- Kanab Elementary School
- Kanab Middle School
- Kanab High School
- Valley High School

Maintenance Shop

Sandy City Public Works Complex
Summit County Public Works Remodel & Vehicle Storage Facility
Salt Lake County Public Works Building
Bluffdale Public Works Complex
Clearfield City Public Works, Phase 2
Layton City Public Works
Provo City Public Works
UDOT Maintenance Facilities, Hooper & Salina

Court/Support/Community Space

Summit County Campus Building
Davis County Administration Building
Carbon County Administration Building & Courthouse
Bluffdale City Hall, Bluffdale
Sandy City Hall Renovation
Draper City Hall
American Fork City Hall Renovation
Orangeville City Hall Addition and Renovation
Huntington City Hall
Tooele Public Safety Building
Pleasant Grove Justice Center
Grantsville Justice Center
Orem City Courts Office Remodel



MARK COOK

PE
CIVIL DESIGN PROJECT MANAGER
MERIDIAN ENGINEERING

EDUCATION

BS Civil & Environmental Engineering — University of Utah

LICENSES / CERTIFICATIONS / AFFILIATIONS

Professional Engineer — Utah #5251938-2202

Member — American Society of Civil Engineers

Mark expertise includes site design such as grading and drainage, stormwater management, utility design, hydrologic modeling, erosion/sediment control planning, parking and vehicular circulation. Mark has been instrumental in completing local projects for several similar municipal/community facilities.

Mark will be responsible for the civil site design disciplines including drainage and grading plans, parking and access, utility connection plans, stormwater and erosion control plans for needed bioswales, and retention basins.

SELECTED EXPERIENCE

- Murray Armory Renovation
- Utah Department of Corrections Facility, Orem
- Fire House 251 and 253, Eagle Mountain
- Geraldine E King Womens Homeless Resource Center
- South Salt Lake Homeless Resources Center
- Paramount Avenue Homeless Resources Center
- Springville City Maintenance Shop
- Summit County Fairgrounds Community Center Phase 1
- Jewish Community Center – Salt Lake City
- East Bluff Hydrology and Flood Mitigation Design
- Wollam Construction Office Building
- White Knight Phase 2 Building Expansion
- Salt Lake Community College Juniper Canyon Student Center and Campus Master Planning
- ARUP Building #4 at Research Park
- Weber State University Noorda Engineering Building



MIKE NADEAU

**PLS/CFEDS
SURVEY DEPARTMENT MANAGER
MERIDIAN ENGINEERING**

EDUCATION

BS Geomatics — Utah Valley University
AAS Surveying — Salt Lake Community College

LICENSES / CERTIFICATIONS / AFFILIATIONS

Adjunct Instructor (Geomatics) — Utah Valley University
Past-Chair — Western Federation of Professional Surveyors (WFPS)
WFPS Director — Utah Council of Land Surveyors (UCLS)
Member — National Society of Professional Surveyors (NSPS)
Member — International Right of Way Association (IRWA)

Mr. Nadeau is a Professional Licensed Land Surveyor and Certified Federal Surveyor with over 28 years of experience in land boundary determination, topographic surveying, cadastral surveying, legal boundary issues, and corridor preservation experience. His background includes encroachment issues in corridor surveys, right-of-way design surveys and sub-surface utility engineering surveys. Michael brings confidence with his management, design support, surveying, mapping, right of way, and construction expertise. Survey methods and technology used include conventional survey, GPS, LiDAR, and UAV. He has successfully performed as a Project Manager and Survey Coordinator with many Utah municipal and government agencies including UDOT, DFCM, Salt Lake City, and the LDS Church. Meridian is currently the Salt Lake County Surveyor Consultant for 2023.

SELECTED EXPERIENCE

- **Homeless Resource Center Surveys**
- Surveying services including primary control networks, leveled secondary control, ALTA/NSPS Land Title Surveys, subdivision platting and construction layout for 1000 West as well as the Human Resource Center Building.
- **West Valley City Public Safety Building**
- ALTA/NSPS Land Title Survey for the future development of the West Valley City Public Safety Building.
- **Salt Lake City Public Safety Building**
- design grade topographic survey, boundary analysis and final subdivision platting.
- **Springville School of Deaf and Blind**
- topographic survey, boundary determination, road dedication platting, subdivision platting, lot line adjustment and an ALTA/NSPS Land Title Survey depicting all boundary lines and existing easements.
- **State Capitol ALTA Survey** — ground field surveys, office documentation, easement delineation, and boundary determination for the post-construction ALTA/NSPS Land Title Survey.
- **SR-24 Bull Creek Culvert**, Hanksville — geodetic control aerial survey mapping extending 100 ft east and west of the culvert to create a smooth Digital Terrain Model on a terrestrial LiDAR point cloud. Existing right of way supporting the design improvements to the culvert, control network and design grade survey of the existing surfaces.
- **Orem City – 2000 South** — topographic Surveys between Main Street and 424 East Street.





KRIS LARSEN

CPE
PRESIDENT / SENIOR COST ESTIMATOR
CONSTRUCTION CONTROL CORP.

EDUCATION

BS Economics — University of Utah
AS Ecology — Ricks College

LICENSES / REGISTRATIONS / AFFILIATIONS

Certified Professional Estimator
ASPE National NW Governor
Utah General Contractor B-100 Classification License # 6153745-5501
Utah's Estimator of the year in 2009
Member & Past President — American Society of Professional Estimators Chapter 51

Kris brings to the project 25 years of construction experience. He has been estimating and managing projects for most of that time. He brings to your project an accurate, clear cost model that can be used for informed decision making. His attention to detail and commitment to the industry has enabled him to develop a solid understanding of building systems. CCC has estimated thousands of projects, many of which have significant relevance to this project.

SELECTED EXPERIENCE

- Lehi Police
- SLCIA Police Demo
- Duchesne Justice Center Remodel
- West Valley City Police Headquarters
- 3rd District Juvenile Court
- Sweetwater County Justice Center – Courts Complex
- Farmington Police Station
- Utah County Jail Fuel Island and patrol expansions
- Duchesne County Jail Expansion
- Davis County Jail Expansion



EMPLOYEE TRAINING PLAN

Employee training is part of the culture at Babcock Design, and we are committed to helping employees acquire the necessary knowledge, skills, and behaviors to become effective team members. We have monthly staff meetings that includes training from a principal of the firm. Topics include quality control, code review and best practice design techniques. Additionally, we hold monthly BIM training lunch and learns that focuses on the software techniques used to produce the construction documents. Other programs include, LEED best practices, continuing education from visiting product reps and consultants and an annual liability insurance seminar. All licensed individuals complete continuing education as required by the AIA and the State of Utah Licensing Board.

Our consultant team has energy modeling capability and add this service if the MBA deems it appropriate. In addition, we will employ energy efficient measures into our design, as is a standard practice with Babcock Design.



04 SIMILAR PROJECTS



FIRE STATION 64 POLICE SUBSTATION & ADMINISTRATION BUILDING

SOUTH JORDAN, UTAH | 32,000 SF

South Jordan City is unique in the fact that while the city limits are minimal north to south, it is quite expansive east to west. With this need, South Jordan required not only a fire station, but a substation for their growing police department and city administration. The project is located in a new development within Daybreak, near the corner of Lake Avenue and Mountain View Corridor. It acts as a civic bookend of a pedestrian friendly urban streetscape.

The fire station is 32,000 square feet with programming to accommodate two fire companies - including a four bay apparatus, fire administration and living accommodations. The city administration and police substation consist of a large community and training space as well as office, meeting rooms and evidence processing.





PUBLIC SAFETY BUILDING

SOUTH JORDAN, UTAH | 44,000 SF

After outgrowing the original City Hall built in 2003, South Jordan City had a need to provide an additional facility for their Police and Courts functions. Located in South Jordan Towne Center between the city hall and library, the Public Safety Building act as an extension of the city's government.

The Public Safety Building is roughly 44,000 square feet with three stories and a basement. The building features a crime lab, evidence room, meeting/training room, records storage and holds the police department and fire administration.



UINTAH CONFERENCE CENTER

VERNAL, UTAH | 66,000 SF

The award-winning Uintah Conference Center is located on two city blocks in downtown Vernal, Utah. The interior consists of a 14,000 sf flexible ballroom space — capable of seating over 900 guests in a banquet setting, with smaller meeting and banquet areas. This space hosts meetings, expos, conferences or socials and receptions of all sizes.

A full-service kitchen is provided to meet the catering needs of all events. The integrated audio-visual amenities provide limitless possibilities and event flexibility.

The exterior of the building features large prominent overhangs and a modern aesthetic. The conference center is part of a larger master plan which includes a hotel and potential retail spaces.





KANE COUNTY PUBLIC SAFETY COMPLEX BOOKING AREA ADDITION

KANAB, UTAH | 2,000 SF | \$654,000

In 2019 Babcock design completed the remodel of the Kane County Booking Area. The 2,000 SF remodel was a response to the need to accommodate the female population. It consisted of 2 new dayrooms and shower facilities and an exterior exercise yard. Adjacent offices were also remodel at this time. This was a continuation of the relationship between Babcock Design and Kane County Sheriff's office who had previously collaborated on the original Kane County Public Safety Complex which is a 58,000 square foot building, incorporating a 200-bed Jail, the Kane County Sheriff's Office, 911 and dispatch for Kane County and offices for the State's Adult Probation and Parole as well as the Utah Highway Patrol.



UTE TRIBE JUSTICE CENTER

FORT DUCHESNE, UTAH | 105,000 SF | \$25.5 MILLION | LEED GOLD

The Ute Indian Tribe Justice Center is a tribal facility which includes juvenile detention, adult detention, law enforcement and courts. The facility will function under direct supervision allowing the detention staff to build personal relationships with the inmates which aids in the operation of a safely run facility. The facility is designed with two detention pods flanking a central administration building. The pods are an octagonal shape which facilitates officer observation in the day rooms. Found on the main level of the administration building is the booking area, central control, kitchen and laundry, and program rooms for inmate education. The upper level of the administration building includes the court room, the chief judge and the courts support staff, prosecution and support staff, public defender and support staff, and adult parole and probation. It also includes law enforcement offices, emergency operations center and a 911 call center.



DAYS OF '47 RODEO ARENA

SALT LAKE CITY, UTAH | 10,000 OCCUPANT ARENA

Thanks to this new outdoor area, the annual Days of 47 Rodeo has returned to the Utah State Fair Park after being off site for decades. The arena seats 10,000 people and includes a hospitality building that houses a green room, conference room, banquet rooms, office restrooms and concessions stands.

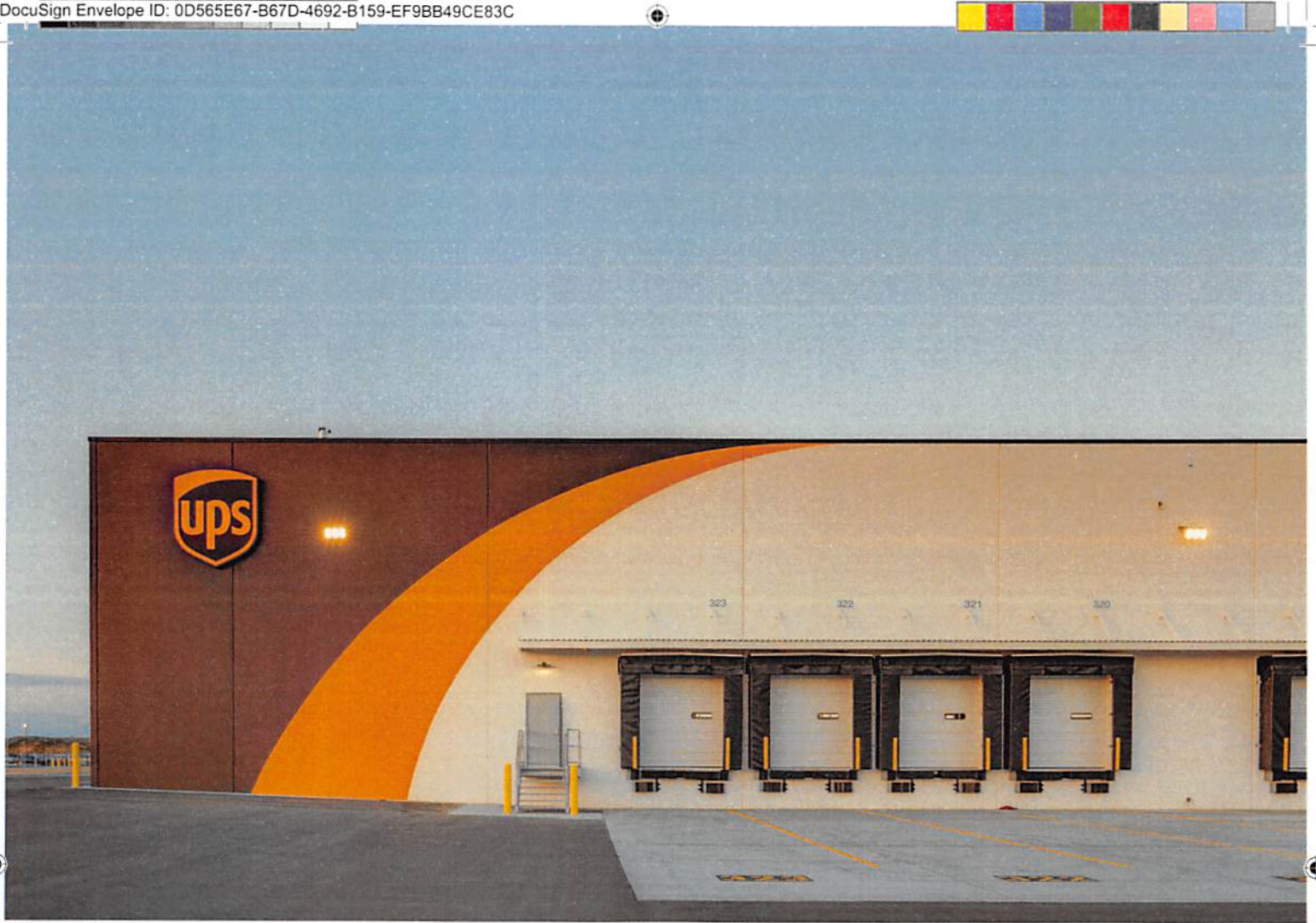
The project was an accelerated arena design and site plan to ensure the building would meet its one-year deadline. Babcock Design planned the location of the arena, so it would fit into the existing fabric of the Fair Park campus and continue to share adjacencies to the existing equine barn and maintenance buildings.

Design elements such as CMU patterns, roof dormers and building colors were used to reflect the existing vernacular of the State Fair Park.

Babcock Design acted as the liaison between Days of 47, the State Fair Park and the State of Utah to ensure the best choices were made within the budget of the project.

Officials hope the arena will help turn around the fortunes of the Fair Park, which has been home to the Utah State Fair since 1902.





UPS REGIONAL HUB

SALT LAKE CITY, UTAH | 1,000,000 SF TOTAL | 860,000 SF

The UPS Regional Hub is the largest hub in the northwest. The primary building has more than 20 acres under roof, with over 1.5 miles of exterior wall, and more than 300 overhead doors. It houses the largest buckling-restrained brace in the world. Including the outbuildings and office areas, the site has more than 1 million square feet of building area. It's designed to handle 69,000 packages an hour.

REGIONAL HUBS

- UPS Fremont Regional Hub
- UPS Ontario Regional Hub
- UPS Salt Lake Regional Hub
- UPS Visalia Regional Hub

DISTRIBUTION CENTER

- UPS Boulder Distribution Center
- UPS Post Falls Distribution Center
- UPS Marysville Distribution Center
- UPS Missoula Distribution Center
- UPS Salina Distribution Center



FED EX DISTRIBUTION CENTER

MAGNA, UTAH | 476,700 SF WAREHOUSE | 20,000 SF OFFICE | 190 DOCK POSITIONS

The 475,000 SF cross dock distribution hub for a major multinational shipping corporation provides a critical center for package delivery across the Mountain West.

In addition to the automated warehouse, there is 20,000 square feet of associated office support. With a clear height of 36 feet, 190 dock positions and 168 interior van positions complete with a CO² monitored exhaust system, this building operates as a very highly efficient sorting and shipping center.





05 SCHEDULE

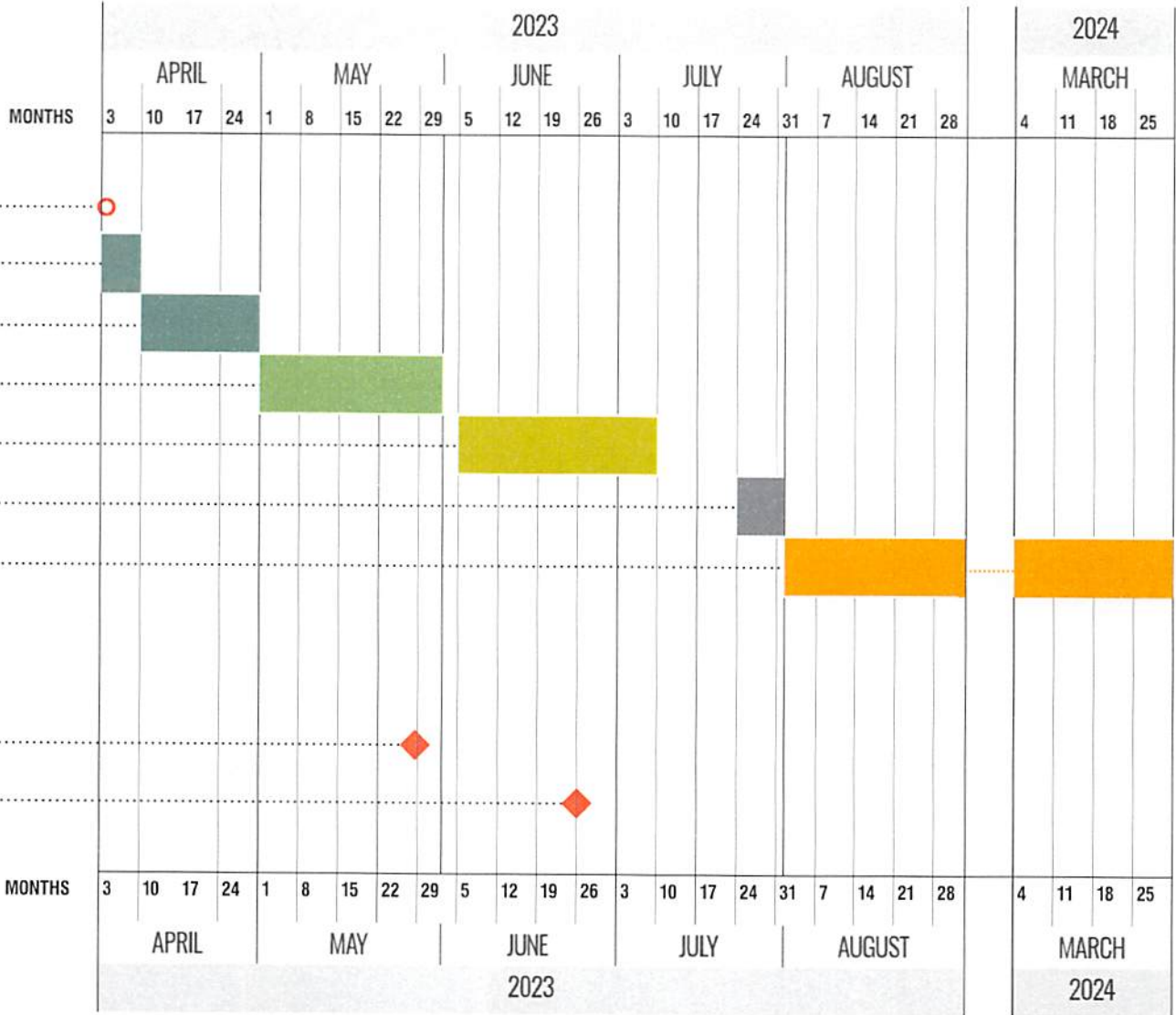
Babcock Design built a lasting relationship with Kane County based on our commitment to you during the design and construction of the Kane County Public Safety Complex. We commit whatever effort is necessary to maintain and build on that relationship.

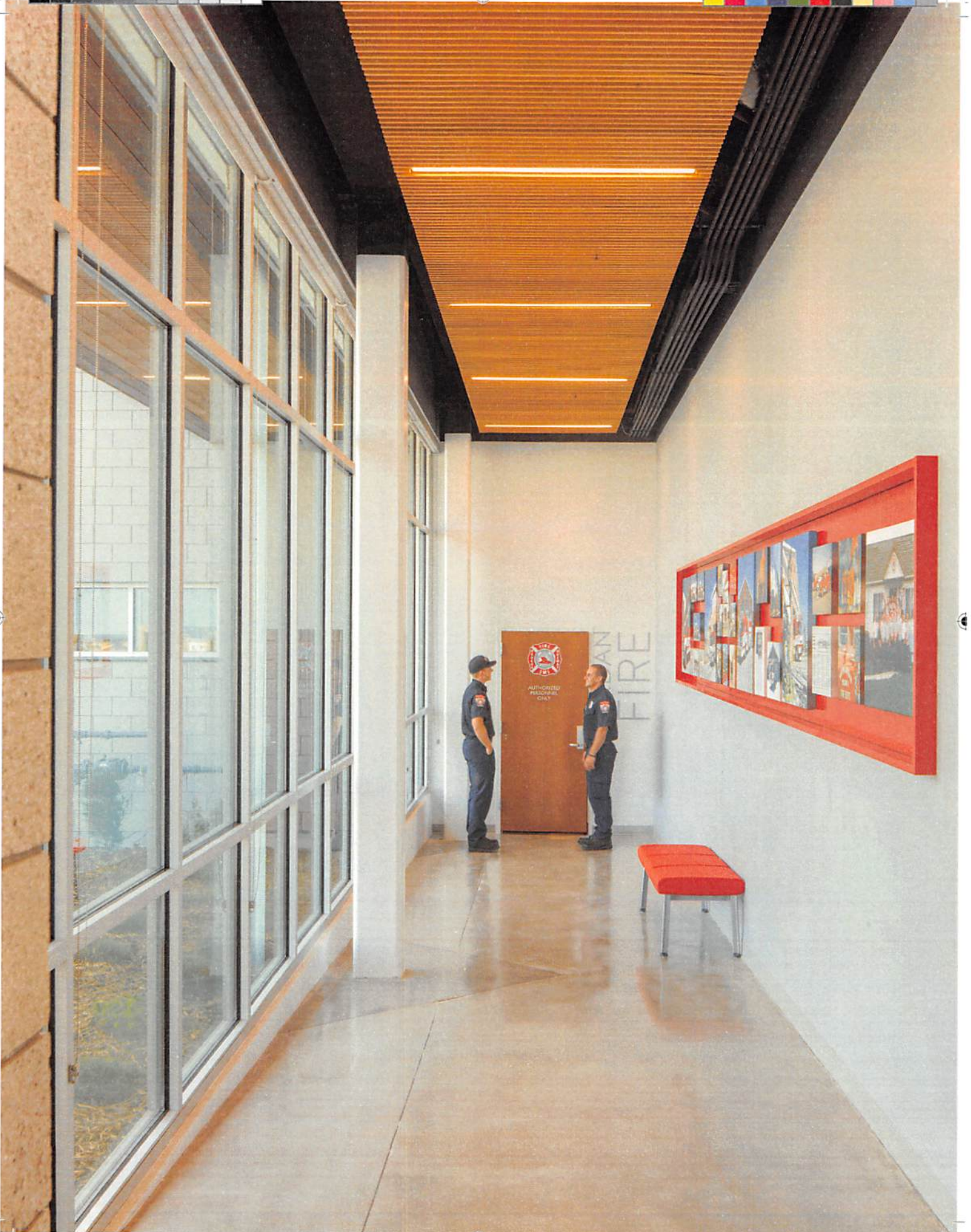
- PROJECT KICK-OFF
- PROGRAM VERIFICATION
- SCHEMATIC DESIGN
- DESIGN DEVELOPMENT
- CONSTRUCTION DOCUMENTS
- BIDDING & NEGOTIATIONS / CODE REVIEW & PERMITTING
- CONSTRUCTION ADMINISTRATION

POSSIBLE EARLY BID PACKAGES

- SITE GRADING & UTILITIES
- FOOTING & FOUNDATION

- MEETING / MILESTONE
- DURATION
- ◆ BID PACKAGE START







06 EXPERIENCE & CAPABILITIES

COMMUNITY RELATIONS, TECHNICAL CAPABILITIES, WORKLOAD

We are available to conduct and/or attend any public meetings required to educate the community about the project. We will provide any necessary drawings and renderings needed to support these meetings. We have provided this information for several other projects. We are familiar with the Kanab community based on our previous work on the Kane County Safety Complex.

SUPPORTING SOFTWARE

We keep up with the latest technology, utilizing Revit 2023, which ensures we can deliver the best possible outcome to our clients.

Autodesk Revit is building information modeling software for architects, landscape architects, structural engineers, MEP engineers, designers and contractors developed by Autodesk. It allows users to design a building and structure and its components in 3D, annotate the model with 2D drafting elements, and access building information from the building model's database. Revit is 4D BIM capable with tools to plan and track various stages in the building's lifecycle, from concept to construction and later maintenance and/or demolition.

We also use the current version of Bluebeam Revu which is the most innovative software for creating, editing, collaborating, and sharing PDF documents.

These tools working in parallel with the staff we have lined out for this project ensure that the design and documentation are thoroughly investigated to mitigate risk and potential design errors. We regularly internally with the design team to ensure that a collaborative approach is taken by all members lowering the potential for errors during construction.





07 REFERENCES

KANE COUNTY SHERIFF'S COMPLEX & BOOKING AREA ADDITION/REMODEL

Tracy Glover, Kane County Sheriff
435.644.4948
sheriffglover@kane.utah.gov

SOUTH JORDAN FIRE STATION 64, ADMIN BUILDING & POLICE SUBSTATION

Jeremy Nielson, Deputy City Engineer
City of South Jordan
801.253.5203 ext. 1353
jnielson@sjc.utah.gov

SOUTH JORDAN PUBLIC SAFETY BUILDING

Ken Short, Supervising Sr. Engineer
City of South Jordan
801.254.3742 office
kshort@sjc.utah.gov

UINTAH COUNTY PUBLIC SAFETY COMPLEX

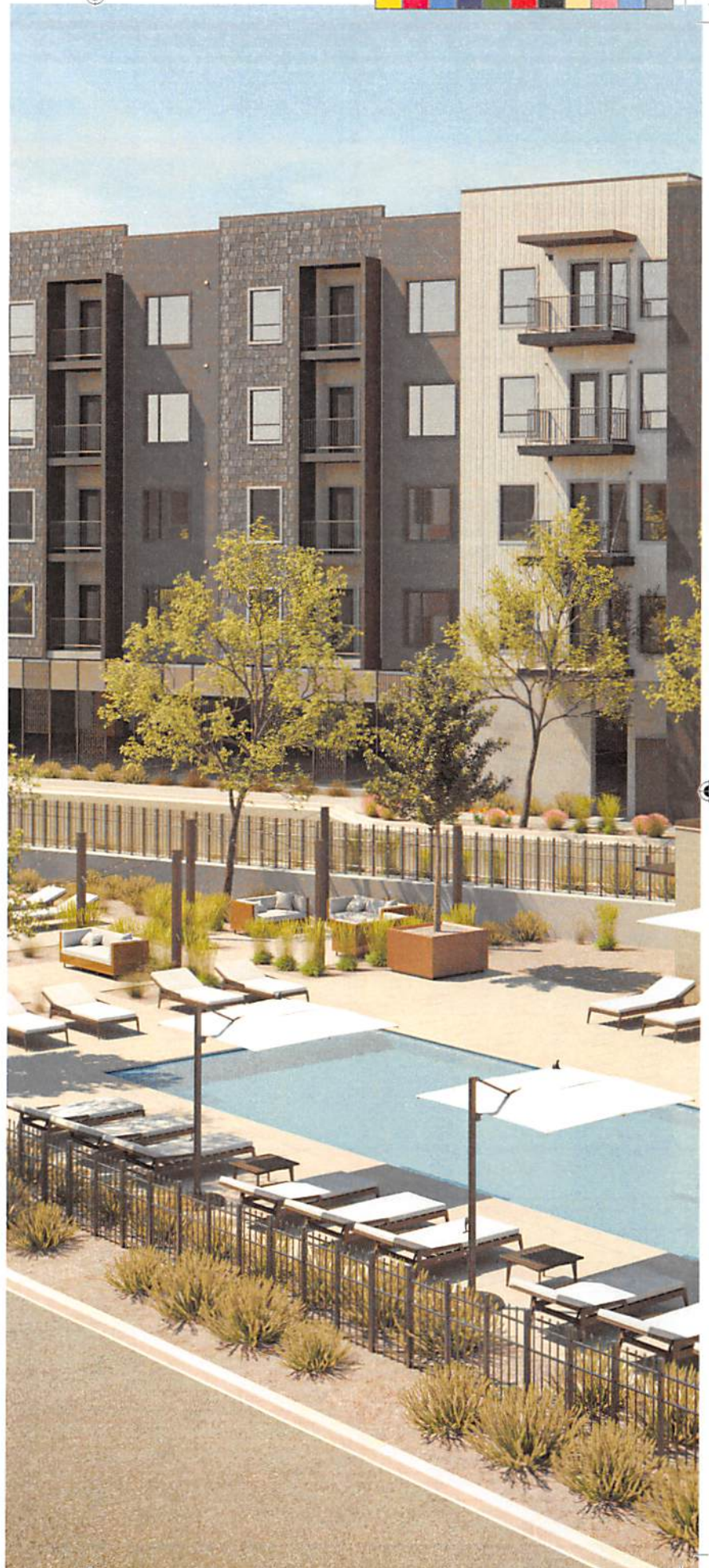
Jess Hermann, Facilities Manager
(435) 781-5484
jhermann@uintah.utah.gov



08 PROJECTS UNDER CONTRACT

Babcock Design currently has approximately 30 projects under contract. These projects range from small interior remodels to multi-million-dollar mixed use, multi-family, industrial, and correctional facilities.

Our proposed team for this project has the availability to commit the time required to support Kane County and the MBA in bringing you a successful project.





09 DEBARMENT INSURANCE COVERAGE, LICENSES

We hereby certify to the following: Babcock Design and its principals certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. Babcock Design and its principals also certify that neither the firm nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination.

INSURANCE

Babcock design carries the following insurance:

- Commercial General Liability: \$2,000,000
- Umbrella Liability: \$5,000,000
- Workers Compensation: \$1,000,000

LICENSING

Each member of the design team, including our engineering consultants, is licensed in the State of Utah.



10 FEE BASED ON % OF CONSTRUCTION COST

Based on the State of Utah Architectural Design Fee Schedule, assuming that the project is Schedule C, a project of Average Complexity, we would normally propose a fee of 7.92% of an estimated construction cost ranging from \$2.8 to \$3 million. If the County elects to include the commercial kitchen, the fee percentage would be 7.72%.

Because the conceptual design and programming have been completed, we believe this fee can be discounted to 6.92% and 6.72%, respectively. We are open to negotiation of this fee based on the expectations of the MBA.



Babcock Design





Request For Proposals (RFP) for Architectural Services

Kane County Municipal Building Authority

Request For Proposals

The Kane County Municipal Building Authority (MBA), is requesting proposals from qualified firms or individuals (Architect) to provide schematic design and design documents for bidding for a new building of the property known as the Kane County Community Outreach Center.

Firms are solely responsible for all costs incurred in the preparation and submission of the RFP. Proposals should include pricing for the stated services based on a percentage of overall project cost.

Scope and Nature

The Kane County Facilities Management is requesting proposals from firms interested in providing architectural services for a proposed Kane County Community Outreach Center Project. Services needed include architectural design, construction plans, bid specifications and construction oversight of a 9545 sq. ft. multi purpose CMU or metal building. This building is designed to house four different Kane County departments. A section of the building will house a Building Maintenance shop, approximately 1230 sq. ft. with 940 sq. ft. of storage on a mezzanine. The next section will house Kane County's Drug Court Program. This section will be 1730 sq. ft. It will have a 550 sq. ft. lobby, 430 sq. ft. meeting room and 750 sq. ft. for offices and support. Another section that will house Kane County Care and Share. This section will be 3335 sq. ft. It will have a 475 sq. ft. lobby, 970 sq. ft. grocery section, 965 sq. ft. storage, 985 sq. ft. offices and support and 1500 sq. ft. mezzanine storage. Also a section that will house Kane County Events and Tourism storage. The new building will be located to the North East of the Kanab Center in Kanab, Utah.

The Services to be provided would include:

- Plans and documents to be used in the bidding for the construction of the project. Design building to include architectural design, structural engineering, mechanical, electrical, and plumbing engineering, civil engineering, and landscaping design to meet all code requirements;
- Work with stakeholders to determine most appropriate final design;
- Coordination with the project manager from the MBA as well as the construction company.
- Prepare the construction bid package in conformance with applicable requirements and supervise the construction bid advertising, tabulation, and award process, including preparing the advertisements for bid solicitation, conducting the pre-bid conference, bid opening, evaluation of bids, and subsequent recommendation of lowest responsive bidder;
- Participation in the permitting processes
- Conduct a pre-construction conference and issue the notice to proceed;
- Provide construction engineering including regular on-site supervision of construction work, facilitating and recording construction meetings, construction administration and preparing inspection reports;
- Assure project compliance with all federal and state labor standards.
- Provide quality control to ensure the contractor and subcontractors are providing materials, labor and products consistent with what is identified in the design and specifications;
- Provide quality control to ensure compliance with technical specifications and conformance with codes and standards;
- Review and approve all contractor requests for payment and submit approved requests for payment processing;
- Provide one complete set of as-built, reproducible plan drawings upon project completion; and
- Conduct final inspection and testing.
- Compliance with Americans with Disabilities Act requirements

Tentative Schedule for the project is as follows

February 24, 2023 - Solicit proposals from architects

March 3, 2023- 5:00 PM - Questions, inquiries, or requests for clarification due.

March 20, 2023 - 5:00 PM – Proposals are due from architects

March 23, 2023 - 10:00 AM - Bids will be opened

Site Inspection/Pre Bid Meeting

A date has been selected for an optional site inspection/pre bid meeting. We will make the space available for inspection and answer any questions that arise at a meeting to be held at **1:00 PM on Tuesday March 7, 2023**. This meeting is not mandatory for bids to be considered. All interested parties should contact Kane County Sheriff Secretary Heather Fox at (435) 644-4916 by **March 3, 2023 at 5:00 PM** to RSVP for attendance.

Question Submission

Submit all questions, inquiries, or requests for clarification about the project in writing to Chameill Lamb, Kane County Clerk Auditor, Kane County, 76 North Main Street, Kanab, Utah, 84741 or via email clamb@kane.utah.gov. **Questions are due March 3, 2023 - 5:00 PM**

Proposal Submission

Three paper copies of the proposal including an estimated timeline of when the work will be completed shall be addressed and delivered in a sealed envelope marked in the lower left corner as "Proposal for Architectural Services" to

Chameill Lamb
Kane County Clerk Auditor
76 North Main Street
Kanab, Utah 84741

Bids will be received until **5:00 PM on March 20, 2023**. Any bid received after that time and date will not be opened or considered, and will be returned to the bidder.

Experience and Qualifications

Each Architect submitting a proposal should include but not be limited to the following information:

1. The name of the firm and location of all its offices, specifically indicating the principal place of business
2. A brief history of the firm and range of services offered
3. The age of the firm, the total number of years of experience providing architectural services for historic renovation projects as described herein over the past five (5) years
4. A Management Plan that provides at least the following information: (The management plan should be concise yet contain sufficient information for evaluation)
5. The education, training, experience, licensing, and qualifications of

- members of the firm and key employees for these projects, including the individuals responsible for the performance of the work described herein. Include an organization chart
6. How the firm intends to manage their responsibilities and provide energy modeling, value engineering for life cycle costs, cost control, risk identification, and risk mitigation
7. Proposed project production schedule showing critical dates and other information in sufficient detail for the selection committee to determine the feasibility of the time frames indicated
8. The experience, qualifications and expertise of the firm with these types of projects this should include the firm's experience with managing community relations and advancing innovative ideas. It should include information on the firm's technical capabilities and ability to timely perform the services as reflected by the firm's current and projected workload and having adequate personnel, equipment, and facilities.
9. The plan should also clearly identify the Architect's methods for providing the following:
 - Comprehensive architectural services for the project described herein.
 - Deliverables review and approval by the MBA and other relevant stakeholders at various stages of the project.
 - Construction administration with the MBA in the determination of the best construction delivery method for this project
 - Working within the construction management framework • List all firms or individuals the architect anticipates to utilize to provide consulting, engineering and design for this project.
10. Financial proposals regarding the architectural and engineering costs and fees for the professional services to be provided to the MBA. Provide a statement of fee compensation based on a percentage of the total budgeted construction cost.
11. The names of at least three (3) clients who may be contacted for references.
12. Indicate the present level of professional and general liability and other insurance coverage for the firm.
13. Include a sample of illustrative drawings of floor plans of similar projects and/or photographs of completed projects. The format should be 8/5 X 11 and should not include complete sets of drawings.
14. Accessibility of the architect personnel to the MBA
15. List any work completed in and for Kane County in the past.
16. List and describe any litigation, arbitration, or other alternative dispute resolution proceedings the Architect has been involved in with an owner within the past five (5) years.
17. List and describe any actions taken by any regulatory agency against the architect or its agents or employees with respect to any work

- performed.
18. Provide any other pertinent information regarding qualifications and performance data requested by the MBA.
 19. To be considered responsive to the requirements of this RFP, the Architect shall provide verifiable evidence that the firm, personnel, and associated consultants are appropriately licensed in the State of Utah and meet all requirements and qualifications described herein. The MBA reserves the right to request additional information which, in it's sole opinion, is necessary to assure that the Architect's competence, business organization, and financial resources are adequate to perform the work described herein.
 20. Provide a list of projects currently under contract.

EVALUATION CRITERIA AND SELECTION. The Kane County MBA will evaluate each RFP submitted based on responsiveness to the project's needs. The MBA will take into account the estimated value, the project scope and complexity, as well as the professional nature of the services to be rendered. If the MBA recommends the award of a contract, the MBA will recommend the award of contract to the Architect who is responsive to all administrative and technical requirements of the RFP, who has demonstrated competence and qualifications of the type of services required, and who receives the highest rating based upon the competence and professional qualifications to perform the specific services required. Evaluation criteria shall also include:

1. Competence to perform the services as reflected by technical training and education, general experience, experience in providing the specific required services, and the qualifications and competence of persons who would be assigned to perform the services.
2. Ability to perform the services as reflected by workload and the availability of adequate personnel, financial resources, equipment, and facilities to perform the services expeditiously.
3. Past performance as reflected by the evaluation of others who have retained the services of the Architect with respect to factors such as control of costs, quality of work, and an ability to meet deadlines.
4. Experience, qualifications, and ability to perform cooperative workspace design for construction services and renovations in a corrections environment.
5. Personnel accessibility of architectural firm to the MBA.
6. Experience with the various delivery methods of construction.
7. Costs, durability, energy efficiency, and educational benefits of prior designs.

The MBA reserves the right to select an Architect based on the proposals submitted or to hold interviews of up to 3 Architects evaluated as being professionally and technically qualified. The purpose of the interview, if necessary, would be to allow the architectural firm to present its qualifications, experience, education, training, past performance, etc., in regards to the professional services to be provided for the project. Interviews may also provide an opportunity for the MBA to seek clarifications from the Architect. Should interviews be necessary, Architects selected for an interview will be notified of the date, time, and place of the interview.

The Kane County MBA will negotiate the terms of a contract with any selected Architect. If an agreement is reached, the Contractor will enter into a written contract and will perform all work pursuant to that contract. The Proposal does not constitute an agreement or contract with the MBA and they reserve the right to not enter into any agreement with any Architect.

All terms and conditions are subject to further negotiation. The MBA reserves the right to require bidding of any work to be subcontracted by Architect, according to a competitive bidding process determined by MBA.

- **BONDS AND INSURANCE.** The Architect shall procure and maintain bonds and insurance as required by law or the contract documents.

- **IDENTIFICATION OF PROPOSAL.** Proposals shall be submitted in a sealed envelope with the Architect's name, address, and telephone number clearly marked on the cover. The lower left corner of the sealed envelope should read as follows: "PROPOSAL FOR ARCHITECTURAL SERVICES."
- By submitting a proposal, the Architect agrees to waive any claim it has, or may have, against the MBA, Kane County and the Kane County Sheriff and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents or the contract documents; acceptance or rejection of any proposals; and award of the contract.

- **WITHDRAWAL OF PROPOSAL.** A request to withdraw a proposal must be made in writing and filed with the Budget Officer prior to the time set for the opening of proposals. No proposal may be withdrawn following the opening of proposals.

- **OPENING OF PROPOSALS.** Proposals will be opened at **10:00 AM on March 23, 2023** in the meeting room of the Kane County Safety Complex, 971 E Kaneplex Drive, Kanab, UT 84741. All Architects and interested parties are welcome to participate.

- **DISQUALIFICATION OF BIDDERS.** Architects may be disqualified and their proposals disregarded for reasons which include but are not limited to the following:
 1. The MBA has reason to believe that the Architects have engaged in collusion.
 2. The Architect being interested in any litigation against any party to the proposal.
 3. The Architect is in arrears on any existing contract or has defaulted on a previous contract.
 4. The Architect has uncompleted work which, in the judgment of MBA, will prevent or hinder the prompt completion of this construction project, if it were awarded to the Architect.

- **REJECTION OF PROPOSALS/TERMINATION OF PROCESS.** The MBA reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; (c) to change the schedule and dates for responses, interviews and other dates; and (c) to waive formalities and minor irregularities in the proposals received. The MBA further reserves the right to conduct a pre award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the MBA to be necessary for the successful performance of the contract. The MBA further reserves the right to cancel or amend this RFP at any time and will attempt to notify recipients accordingly.

- **PUBLIC RECORDS.** Architect acknowledges by submitting a proposal that any and all information may be subject to the Utah Government Records Access and Management Act.

PROPOSAL EVALUATION CRITERIA

A selection committee will evaluate proposals against the following weighted criteria.

Each area of the evaluation criteria must have clarity and detail.

<u>Weight</u>	<u>EVALUATION CRITERIA</u>
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<u>25</u> Points	Scope of Services
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<u>35</u> Points	Staff Experience
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<u>10</u> Points	References
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<u>30</u> Points	Cost
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100 Points TOTAL POINTS POSSIBLE

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, rules, policies and the evaluation criteria established in the RFP.

Pursuant to Utah Code Annotated (UCA) § 63G-6a-707(7), the cost proposal will be evaluated independently from the technical proposal; and as such, must be submitted separately from the technical proposal. Offerors must not include costs or pricing data in their responses to the mandatory minimum requirements and the technical response. Offerors must receive at least 70% (49 points) of the technical points to be considered for the cost stage of the evaluation. The Offeror with the lowest total cost will receive 30 points, or 100% of the total cost points. All other Offerors will receive a portion of the total cost points based on what ratio higher their Proposed Price is than the Lowest Proposed Price.

The formula to compute the points is: Cost Points x (Lowest Proposed Price/Proposed Price).

It is anticipated that this RFP will result in a single contract award to the responsive and responsible Offeror with the highest scoring proposal.

ITEM # 2

**Discuss/Approve Change Orders and Funding for the
Courthouse and Building B Renovations**