



**CITY OF KEARNS
COUNCIL MEETING
AGENDA
August 12, 2024**

Kearns Library
4275 W 5345 S
Kearns, Utah 84118

PUBLIC NOTICE IS HEREBY GIVEN that the Kearns City Council will hold a meeting on the **12th** day of **August 2024** beginning at 6:00 p.m. at the Kearns Library, 4275 W 5345 S, Kearns, Utah as follows:

*****Portions of the meeting may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.***

PUBLIC MEETING

1. **CALL TO ORDER**
2. **DETERMINE QUORUM**
3. **CITIZEN PUBLIC INPUT** *(Limited to 3 Minutes Per Person)*

ORDER OF BUSINESS:

4. **COUNCIL BUSINESS** (Discussion/Motion)
 - a. Recognition of Joe Hatch for his service as Planning Commissioner
 - b. Authorization to issue a request for proposals for a certified decontamination specialist for abatements of hazardous materials
 - c. Resolution 2024-08-01 to begin the impact fee development process and to issue a request for proposals for a qualified contractor to prepare an impact fee facilities plan
 - d. Authorization for staff to complete negotiations and for the Mayor to sign a building inspection contract to assess the possible use of the Oquirrh Hills Elementary School as a community center
 - e. Approval of Minutes for the meeting held on 6/10/2024

5. **STAKEHOLDER UPDATES / INFORMATION**

- a. Kearns Improvement District (KID) - Greg Anderson, General Manager
- b. Kearns Library - Lee Whiting, Librarian
- c. MyKearns Community Coalition - Kristen Dietz, Chair
- d. Wasatch Front Waste Recycling District (WFWRD) - Renee Plant, Manager
- e. Unified Fire Authority (UFA) - Chief Russell
- f. Kearns Community Council - Roger Snow
- g. Unified Police Department (UPD) - Chief Hughes

6. **OTHER BUSINESS**

- a. Future agenda business (Motion/Voting)

7. CLOSED SESSIONS IF NEEDED AS ALLOWED PURSUANT TO UTAH CODE §52-4-205

- a. Discussion of the character, professional competence or physical or mental health of an individual
- b. Strategy sessions to discuss pending or reasonably imminent litigation
- c. Strategy sessions to discuss the purchase, exchange, or lease of real property
- d. Discussion regarding deployment of security personnel, devices, or systems; and/or
- e. Other lawful purposes as listed in Utah Code §52-4-205

8. ADJOURN

Upon request, within three working days' notice, the Greater Salt Lake Municipal Services District will provide free auxiliary aids and services to qualified individuals (including sign language interpreters, alternative, etc.). For assistance, please call (385) 468-6704 – TTY 711.

REQUEST FOR PROPOSALS

City of Kearns – Certified Decontamination Specialist for Abatelements of Hazardous Materials



CITY OF KEARNS

4956 West 6200 South, Suite 527

Kearns, UT 84118

(801) 654-2123

<https://www.kearns.utah.gov/>

August 9, 2024

I. General Information

A. Introduction

The City of Kearns (“**Kearns**”) located in Salt Lake County, Utah, is seeking proposals from certified decontamination specialists for abatement of hazardous materials contractors (“**Vendor(s)**”) interested in providing hazardous materials removal services to Kearns on a contract basis. The work will be assigned on a rotating schedule and based on Vendor(s) availability. Kearns reserves the right to award to more than one bidder.

B. Background

Kearns occasionally requires a certified decontamination specialist for the removal of hazardous materials for residential, commercial and industrial properties that have been closed to occupancy by the Salt Lake County Health Department. Generally, the Abatement of these chemically contaminated properties occurs after the landowner is provided with six months’ notice and fails to take any action to demonstrate that the landowner will remove the hazardous materials. Such abatements occur pursuant to and only after the requirements of Utah Code Section 10-11-1 *et seq.*.

C. RFP Contact

This Request for Proposals (“**RFP**”) has been prepared and issued by Kearns. Kearns’s representative for this RFP is [name], [title], [phone number], [email].

D. Scope of the Contract

The selected Vendor(s) must be willing to enter into a written agreement with Kearns. A binding agreement between Kearns and Vendor(s) will be dependent upon the negotiation, preparation, and execution of a formal contract. If a Vendor(s) wishes to alter any of the conditions present in this RFP, that item must be specifically called out in the proposal, with a reasonable alternative presented.

The multiple vendor contract resulting from this solicitation will become effective on the date of execution for a term of three (3) years and may be automatically renewed for two (2) one-year periods unless either party requests termination with sixty (60) days’ notice prior to the end of the contract.

This RFP is designed to provide basic information sufficient to solicit proposals from qualified Vendors but is not intended to limit a proposal’s content or exclude any relevant, important, or essential information. This RFP is part of a competitive procurement process which is intended to serve the best interest of Kearns and its citizens. It also provides each qualified Vendor responding to this RFP with a fair opportunity for its services to be considered.

E. Timeline

The following timeline will be followed with respect to this RFP:

- Response submission deadline: [date]

- Anticipated award of contract: [date]
- Anticipated work to begin: [date]

II. Qualifications

A qualified Vendor must have the following minimum qualifications:

- Copy of current Utah State or municipal Business License.
- Copy of current Certificate of Insurance.
- Copy of proof of certified decontamination specialist status with the Salt Lake County Health Department.
- Copy of a letter of good standing with Utah State Tax Commission.*

*Please request your letter of good standing from the Utah State Tax Commission in advance as it takes time to receive this document. Your letter must be up to date and not expired. You request this letter from tax.utah.gov.

III. Proposal Requirements and Contents

A. Statement of Qualifications

Proposals must include:

- A cover letter: The bid shall have a cover letter indicating a Vendor's willingness to enter into an agreement with Kearns. An officer of the Vendor who has the authority to commit the Vendor to the proposed project must sign this letter. This signature will indicate that the proposal is valid for a period of one hundred twenty (120) days from the date of submission. Bids will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address, email address, website address (if applicable), and phone number.
- A completed application, which is included in this packet as *Attachment A*.
- A completed proposed prices/costs/fees, which is included in this packet as *Attachment B*.

B. Inquiries

Questions concerning this request for proposals should be submitted to:

City of Kearns
Attention: [name], [title]
[email]

C. Submittal Delivery

To be considered, proposals must be emailed to:

City of Kearns
Attention: [name], [title]
[email]

Proposals must be received no later than [date] at 11:59 pm (“Closing Date”). Kearns assumes no responsibility for delayed or undelivered emailed submittals. Proposals which are not emailed to Kearns by the above specified time and date will not be considered. If you do not receive an email confirming receipt, please text Councilmember [name] at [phone number].

D. Confidentiality

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by a Vendor that is submitted to Kearns, as part of the proposal or otherwise may be considered public information under applicable law, including but not limited to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated (“GRAMA”). Kearns generally considers proposals and all accompanying material to be public and subject to disclosure including the subsequent contract that may be executed between Kearns and Vendor.

Any material considered by a Vendor to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied. Kearns cannot guarantee that any information will be held confidential. Under Utah Code Ann. Section 63G-2-309 of GRAMA, if a Vendor makes a claim of confidentiality, Kearns, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the Vendor of such determination. The Vendor is entitled under GRAMA to appeal an adverse determination. Kearns is not obligated to notify the Vendor of a request, and will not consider a claim of confidentiality, unless the Vendor’s claim of confidentiality is made in a timely basis and in accordance with GRAMA.

IV. Proposal Selection

A. Qualification/Proposal Information

- Qualifications. All qualifications must remain valid for at least ninety (90) days from the date of submission. Kearns reserves the right to consider modifications to any qualifications received at any time before the award is made, if such action is in the best interest of Kearns.
- Interview. A select number of Vendors may, if it is in the best interest of Kearns, be invited for an interview. Kearns reserves the right to request a best and final offer.
- Weighted Scoring. Proposals will be evaluated pursuant to the following weighted decision matrix:

Criteria	Weighting
Application Requirements and Required Documents	5
Experience	5
Cost	5
Interview	5
TOTAL	20

- Failure to Read. Failure to read the Request for Proposals and these instructions will be at a Vendor's own risk.
- Cost of Developing Qualifications/Proposals. All costs related to the preparation of the qualifications/proposals and any related activities are the sole responsibility of the Vendor. Kearns assumes no liability for any costs incurred by Vendor(s) throughout the entire selection process, including prior to selection and issuance of a contract.
- Discussions with Vendors. Kearns reserves the right to enter into discussions with the Vendor(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with a Vendor whose proposal is deemed most advantageous, whichever is in Kearns's best interest, for the purpose of negotiation. If exclusive negotiations are conducted and an agreement is not reached, Kearns reserves the right to enter into negotiations with the next highest ranked Vendor without the need to repeat the formal solicitation process.
- Equal Opportunity. Kearns will make every effort to ensure that all Vendors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. Kearns's policy, subject to federal, State, and local procurement laws, is to provide reasonable attempts to support each Vendor's business by purchasing goods and services through local vendors and service providers.
- Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of Kearns and will not be returned to each Vendor.
- Final Authorization. Kearns intends to eventually contract with the Vendor(s) whose proposal is deemed most advantageous in experience, qualifications, price, and other factors considered in accordance with the weighted decision matrix described above. Kearns does not necessarily intend to award a contract solely on the basis of any response made to this request or otherwise pay for any information solicited or obtained during the RFP process. Final authorization of an accepted bid will be provided by the Kearns Metro

Council after they have had an opportunity to review the recommendations. It is expected that the winning bidder will be selected on or before [date].

- Rejection of Proposals. Kearns reserves the right to reject any or all proposals received and disqualify incomplete or late proposals. Proposals lacking required information will not be considered. Furthermore, Kearns shall have the right to waive any informality or technicality in proposals received when in the best interest of Kearns. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to Kearns for any obligation. Vendor(s) may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- Kearns's Best Interest. Kearns reserves the right to take any steps deemed necessary to act in Kearns's best interest.
- Proposal Term. Proposals shall be good for one hundred and twenty (120) days from the Closing Date.
- Reservation of Rights. Kearns reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Kearns will provide each Vendor with written notice of any cancellation and/or modification.

B. Contract/Proposal Information

- Firm Pricing. All prices, quotes, or proposals are to remain firm for one hundred and twenty (120) days after the Closing Date, unless a different period is stated in the RFP. Any proposal that does not offer to remain firm for the required period may be considered nonresponsive.
- Conflict of Interest. Any officer, employee, agent, or representative of a Vendor must disclose any interest or conflict they have in their proposal as required by the Utah Public Officer's and Employee's Ethics Act, Utah Code Ann. § 67-16-1, et seq.
- Licensing. All applicable federal, state, and local licenses must be acquired before the contract is entered. Licenses must be maintained throughout the entire contract period.

Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code.

V. REQUIREMENTS OF VENDOR POST SELECTION

A. Compliance With Laws

Any reference to a "contract" or "the contract" in this section shall be referring to the future contract the chosen Vendor(s) will sign with Kearns. The following paragraphs do not constitute

a contract between Kearns and any Vendor replying to this RFP and are not inclusive of all the terms that may be included in any such future contract.

Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under the contract. Any violation by a Vendor of applicable law shall constitute an event of default under the contract and each Vendor shall be liable for and hold Kearns harmless and defend Kearns from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by Kearns as a result of the violation. Each Vendor is responsible, at its expense, to acquire, maintain and renew during the term of the contract all necessary permits and licenses required for its lawful performance of its duties and obligations under the contract.

Vendor(s) shall comply with all applicable laws, regulations, and ordinances of Kearns now in force or thereafter enacted and promulgated by the authority of law.

B. Insurance

Vendor(s) shall secure and maintain the following minimum insurance coverage at their own cost:

- Workers' compensation insurance during the term of the contract for all its employees and any subcontractor employees related to any future contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- Commercial general liability ("CGL") insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person, per occurrence and three million dollars (\$3,000,000.00) in aggregate.
- Commercial automobile liability ("CAL") insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in a Vendor's performance of services in the contract whether owned, non-owned, leased, or hired. The minimum liability limit must be one million dollars (\$1,000,000.00) per occurrence, combined single limit.
- Other liability insurance sufficient to cover all of a Vendor's employees pursuant to Utah State statutes. The certificate and policy shall provide that coverage and shall not be cancelled or reduced without at least thirty (30) days prior written notice to Kearns.
- Each Vendor shall furnish Certificates of Insurance, acceptable to Kearns, verifying the foregoing concurrent with the execution of the contract as required.
- All policies of insurance provided shall be issued by insurance companies that are (i) either rated A- or better by A.M. Best Company; and/or (ii) listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

Kearns reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of the contract. A Vendor's failure to maintain this insurance requirement for the term of the contract will be grounds for immediate termination of the contract.

C. Scope of Work

- Kearns Code Enforcement Supervisor, or her designee, will identify Kearns chemically contaminated properties that have been closed by the Salt Lake County Health Department, properly noticed, and are ready to be abated pursuant to Utah law. The type of properties cited and the scope of work available will vary depending on inspections of the properties and information provided from the Salt Lake County Health Department, including but not limited to, the extent of chemical contamination.
- Vendor(s) shall comply with operational and maintenance instruction from Kearns Code Enforcement personnel to ensure that the process for the abatement of chemically contaminated homes is completed in accordance with Utah law and Kearns' municipal ordinances.
- Vendor(s) must obtain prior authorization for any additional work that may be needed.
- Vendor(s) must submit an analytical report and other information requested by the Salt Lake County Health Department to demonstrate that the property has been successfully abated of the chemical contamination and is safe for occupation. Vendor shall work with the Salt Lake County Health Department to ensure that it provides all necessary information that the Salt Lake County Health Department requires to send the property owner a notice that the property is safe for habitation and has been removed from the list of chemically contaminated properties.
- Record Keeping. Kearns may require a demonstration of record keeping, accounting practices and environmental disposal practices.
- Notification of Project. Vendors will be notified and assigned a project by email or phone.
- Project Time-Frame. Promptness and Billing are crucial. To help ensure professionalism, a time frame has been established to complete the abatement project/clean-up. Unless there are mitigating circumstances, all projects/cleanups must be completed within seven (7) days of being assigned.
- Documentation. Submission of the necessary invoice(s), photos and other related documentation must be sent to Kearns within seven (7) days of the completion of the Abatement. Photos must be digital, dated and labeled "before and after". All invoices must have the parcel number, case number, date and description of work performed. Failure to provide proper documentation can/may delay payment to the Vendor.

- Conflicts. If a property owner or tenant approaches the Vendor and tells them to leave, then the Vendor should do so and contact Kearns to inform them of the encounter. The Vendor will bill Kearns, for a “Show Up Fee” as outlined in ***Attachment B***.
- Equipment & Workmanship. All equipment incorporated into the work covered by the contract shall be of the most suitable grade for the purpose intended, unless otherwise specifically provided in the contract. All work under the contract shall be performed in a skillful and workmanlike manner. Kearns may require in writing that a Vendor remove from the work any employee deemed by Kearns to be incompetent, careless, or otherwise objectionable.
- Certification Compliance. All Vendors must be in compliance with all state and federal regulations and certifications.
- RFP Cancellation. Kearns reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason before contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this RFP for any reason. Kearns will provide each Vendor with written notice of any cancellation and/or modification.
- Third Parties. If a Vendor utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, the third party.
- Background Checks. For projects that are security-sensitive in nature, Kearns reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Vendor shall submit a Bureau of Criminal Investigation (“**BCI**”) Criminal History Report dated within thirty (30) days of response to RFP for each employee who will be on-site, that shows “Criminal History Verified” and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Kearns. Kearns may reject any response to this RFP that involves services from a person or entity that Kearns determines is unfit or unqualified to fulfill the requirements of this RFP.

ATTACHMENT A: APPLICATION FOR NUISANCE ABATEMENT SERVICES

APPLICATION

Vendor Information

Full Legal Name of Company: _____

Legal Status of Vendor: _____

Address: _____ City: _____ Zip: _____

Mailing Address: _____ City: _____ Zip: _____

Main Phone: _____ After Hours Phone (if different): _____

Federal I.D. # _____ (if you do not have a federal ID please list your social security #)

Primary Contact: _____ Phone: _____ Email: _____

Secondary Contact: _____ Phone: _____ Email: _____

Website address (if available): _____

Name and contact information for person in company who is authorized to sign legal documents, pick up checks and sign bids: _____

Employee Information

1. Name: _____ Phone: _____ DOB: _____

2. Name: _____ Phone: _____ DOB: _____

3. Name: _____ Phone: _____ DOB: _____

4. Name: _____ Phone: _____ DOB: _____

[If necessary, provide additional Employee information on a separate sheet]

Vehicle Information

1. Year: _____ Make: _____ Model: _____

VIN: _____ License Plate: _____

2. Year: _____ Make: _____ Model: _____

VIN: _____ License Plate: _____

3. Year: _____ Make: _____ Model: _____

VIN: _____ License Plate: _____

[If necessary, provide additional vehicle information on a separate sheet]

ATTACHMENT A: APPLICATION FOR NUISANCE ABATEMENT SERVICES

References

1. Name: _____ Phone: _____ Email: _____
2. Name: _____ Phone: _____ Email: _____
3. Name: _____ Phone: _____ Email: _____

History – Provide examples of your experience performing similar services and explain the expertise of your staff (if applicable) in performing similar services.

Subcontractors – If subcontractors will be used for any portion of the services, explain their intended role, experience, and what percentage of work they will conduct.

Description of Proposal – Any additional information in narrative format to describe your proposal, equipment, facilities, or available services.

ATTACHMENT A: APPLICATION FOR NUISANCE ABATEMENT SERVICES

Additional documents that must be submitted with your proposal:

- ☐ A cover letter indicating Vendor's willingness to enter into an agreement with Kearns including a signature of an officer of the Vendor who has the authority to commit the Vendor to the proposed project.
- ☐ A current certificate of insurance listing limits of insurance coverage for general liability, automobile, workman's compensation.
- ☐ A copy of a current Utah State or municipal Business License.
- ☐ A copy of a letter of good standing with Utah State Tax Commission.

ATTACHMENT B: PROPOSED PRICING/COSTS/FEES FOR NUISANCE ABATEMENT
SERVICES

Prices stated include all costs associated with the performance of the services specified, including:

materials, supervision, labor, per diem, insurance, transportation, travel, fuel, **dump and disposal fees** or other surcharges, and any other related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

Fees stated shall be firm for the full term of any agreement or contract made with Kearns in response to this RFP. Rate/Fee may increase annually on July 1st in accordance with Western States Regional CPI.

COMPANY NAME:

PRICING INFORMATION:

RESOLUTION NO. 2024-08-01

DATE: 08-12-2024

**A RESOLUTION OF THE CITY OF KEARNS ADOPTING ITS IMPACT FEE
FACILITIES PLAN**

RECITALS

WHEREAS, the City of Kearns (“**Kearns**”) is a municipality and has the authority to pass all ordinances and rules, and make all regulations, not repugnant to law, necessary for carrying into effect or discharging all powers and duties pursuant to Utah Code § 10-8-84; and

WHEREAS, the Kearns, as a municipality, has the authority to leverage fees on development, including impact fees, pursuant to the Impact Fees Act, Utah Code §§ 11-36a-101, *et seq.* (the “Act”); and

WHEREAS, the Kearns City Council (“**Council**”) desires to study the feasibility of enacting impact fees to cover some of the costs of new development on the public facilities that Kearns provides; and

WHEREAS, before Kearns may enact an ordinance imposing an impact fee, the Impact Fees Act, Utah Code § 11-36-101, *et seq.* requires Kearns to take certain steps, including the development of an Impact Fee Facilities Plan and, depending on the results of the Impact Fee Facilities Plan, an Impact Fee Analysis; and

WHEREAS, on August 2, 2024, pursuant to Utah Code § 11-36a-501, Kearns issued notice of its intent to prepare an Impact Fee Facilities Plan covering the geographical area of its service area; and

WHEREAS, the Council now wishes to memorialize and authorize its intent to prepare an Impact Fee Facilities Plan by resolution.

WHEREAS, the Council further wishes to ensure that the development of the Impact Fee Facilities Plan is consistent with the development of a broader Transportation Master Plan that the Greater Salt Lake Municipal Services District (“**MSD**”) is developing for Kearns and its other member entities.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE KEARNS CITY COUNCIL, effective immediately:

1. The Council hereby authorizes and directs its Mayor, staff, and agents to perform all acts needed to prepare an Impact Fee Facilities Plan for the Kearns, including but not limited to publishing the attached request for proposals (“**RFP**”) to invite qualified contractors to submit bids regarding the development of the Impact Fee Facilities Plan and, if necessary,

the development of an Impact Fee Analysis in accordance with the Impact Fees Act, Utah Code § 11-36-101, et seq.

2. The Council hereby authorizes and directs its Mayor, staff, and agents to review the bids submitted pursuant to the RFP and to recommend to the Council a contractor to develop the Impact Fee Facilities Plan and, if necessary, the Impact Fee Analysis, which recommendation the Council will consider at a future public meeting.
3. The Council hereby authorizes and directs its Mayor, staff, and agents to coordinate with the MSD in the development of the Impact Fee Facilities Plan to ensure it is consistent with the Transportation Master Plan and vice versa.
4. The Council authorizes and directs its Mayor, staff, and agents to perform all analyses, certifications, calculations, enactments, and other steps needed to enforce this Resolution.
5. This ordinance shall go into effect upon its posting pursuant to Utah Code § 10-3-711.

PASSED and ADOPTED this 12th day of August 2024.

CITY OF KEARNS:

By: Kelly Bush, Mayor

Date: _____

ATTEST:

Nicole Smedley, City Recorder

VOTING:

Council Member Bush voting _____
Council Member Snow voting _____
Council Member Butterfield voting _____
Council Member Schaeffer voting _____
Council Member Peterson voting _____

A complete copy of Resolution No. _____ is available in the office of the Kearns City Recorder, 2001 South State Street, N2-700, Salt Lake City, Utah.

REQUEST FOR PROPOSALS



City of Kearns Impact Fee Facilities Plan and Possible Impact Fees Study

CITY OF KEARNS

4956 West 6200 South, Suite 527

Kearns, UT 84118

(801) 654-2123

<https://www.kearns.utah.gov/>

August 9, 2024

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DRAFT

1. General Information

A. Introduction

The City of Kearns (“City”) located in Salt Lake County, Utah, is seeking proposals from qualified individuals or firms (Consultant) to develop a complete Impact Fee Facilities Plan (IFFP), and depending on the results of the IFFP, a possible Impact Fee Study (Study). The Consultant will evaluate all public facilities that Kearns provides, including stormwater, drainage, and flood control facilities; roadway facilities; parks, recreation facilities, open space, and trails; and any other public facilities for which Kearns can impose impact fees under the Impact Fees Act, Title 11, Chapter 36a of the Utah Code.

This Request for Proposal will assist the City in selecting an experienced Consultant, or team of Consultants (Respondent), to conduct the activities necessary to develop an up-to-date and complete IFFP and an associated Study if the City elects to proceed further with the impact fee process based on the results of the IFFP. The City requires a thorough study and final report that evaluates City impact fees and associated facilities. This study will also include a review of all the City’s facility master plans that have recently been conducted by a handful of different engineering firms. This report must include the method of calculation, and documentation of relevant data.

2. Kearns Impact Fee RFP Provisions

A. RFP Contact

This Request for Proposals (“RFP”) has been prepared and issued by Kearns. Kearns’s representative for this RFP is:

Daniel Torres
Economic Development Manager
385-226-2797
dtorres@msd.utah.gov

B. Scope of the Contract

The selected Consultant must be prepared to enter into a written agreement with Kearns. A binding contract between Kearns and the Respondent(s) will be contingent upon the successful negotiation, preparation, and execution of a formal agreement. If a Respondent(s) wishes to propose modifications to any of the conditions outlined in this RFP, those modifications must be clearly identified in the proposal, along with reasonable alternatives.

This RFP is intended to provide sufficient information to solicit proposals from qualified Respondents but does not restrict the content of proposals or exclude the inclusion of relevant, important, or essential information. This RFP is part of a competitive procurement process designed to serve the best interests of Kearns and its citizens, while also ensuring that each qualified Consultant has a fair opportunity for their services to be considered.

C. Qualifications

Respondents are required to provide a detailed discussion of their qualifications to demonstrate their capability to successfully complete the project. This section should include and must have the following minimum qualifications:

- i. Demonstrated and verifiable skills or experience delivering similar projects and demonstrated resources and ability to carry out the tasks identified in this RFP;
 - a. Including references that can speak to their performance and outcomes.
- ii. Demonstrated the Consultant's and/or sub-consultants' understanding of the project requirements, showcasing their grasp of the scope and objectives.
- iii. A summary of key personnel and sub-consultants who will be assigned to the project, including their relevant qualifications and experience.
- iv. A suggested scope of services and a proposed project schedule, outlining the approach to achieving the project's goals within the desired timeframe.

3. Proposal Requirements and Contents

A. Proposal Response Outline

Proposals must be limited to ten (10) pages and include:

- i. Cover Letter: The bid shall have a cover letter indicating a Respondent's willingness to enter into an agreement with the City. An officer of the Consultant who has the authority to commit the Consultant to the proposed project must sign this letter. This signature will indicate that the proposal is valid for a period of one hundred twenty (120) days from the date of submission. Bids will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address, email address, website address (if applicable), and phone number.
- ii. Executive Summary: the executive summary should provide a brief overview of the Consultant's approach, clearly highlighting any options or proposed alternatives. It should also identify any major requirements that the Consultant is unable to meet.
- iii. Detailed Discussion: This section should be the core of the proposal and must include a specific, outline-form response to each section of this RFP. The outline should follow the order and numbering of the sections in the RFP. Any omission of a written response to items in this RFP will be interpreted by the Owner as an indication that the Consultant is unable to provide the requested service.

The detailed discussion should cover the following:

- a. The Consultant's and/or sub-consultants' understanding of project requirements.
- b. The qualifications of key personnel and sub-consultants assigned to the project.
- c. The Consultant's and sub-consultants' experience with similar projects, including references.
- d. The suggested scope of services and project schedule.

- iv. **Cost Proposal:** The Consultant must provide a cost proposal that allows costs to be evaluated separately from other proposal criteria. The cost proposal should include the method for determining compensation for the required services, along with a not-to-exceed cost estimate.

B. D. RFP Submittal Delivery

To be considered, proposals must be emailed to:

City of Kearns
Attention: Daniel Torres, Economic Development Manager
dtorres@msd.utah.gov

Proposals must be received no later than [date] at 4:00 pm ("Closing Date"). The City assumes no responsibility for delayed or undelivered emailed submittals. Proposals which are not emailed to the City by the above specified time and date will not be considered. If you do not receive an email confirming receipt, please text Daniel Torres at 385-226-2797.

4. Project Timeline

A. Project Schedule

The following schedule is the anticipated timeline of the project.

- RFP advertised on or before [date].
- Questions due by email on [date], at [time]. Answers to emailed questions will be shared with all interested parties.
- **Proposals due by [date], at [time].**
- Evaluation and Selection on or before [date], at [time].
- The project must be completed in its entirety by [date], at [time].

B. Proposal Selection

1. Qualification/Proposal Information

All qualifications must remain valid for at least ninety (90) days from the date of submission. The City reserves the right to consider modifications to any qualifications received at any time before the award is made, if such action is in the best interest of the City.

5. Project Scoring

Proposals will be evaluated pursuant to the following weighted decision matrix:

Criteria	Point Value
Respondent's understanding of and responsiveness to the Scope of Work.	Up to 25 Points
Qualifications of the Consultant and any additional staff. (Experience, past performance, and reputation.)	Up to 25 Points
Respondents demonstrated past experience with similar projects.	Up to 20 Points
Organization and approach	Up to 20 Points
Cost (not-to-exceed and hourly rates)	Up to 10 Points
Total	Up to 100 Points

NOTE: In addition to addressing the specific criteria listed, each Consultant should provide a detailed response to each requirement in this RFP as indicated in Section 2.1, Proposal Response Outline.

6. Scope of Work

- A. Items to be provided by the City
 - i. City Ordinances related to impact fees, including the most recently approved Fee Schedule.
 - ii. Existing capital infrastructure database information of every type associated with impact fees within the City.
 - iii. Applicable information from any of the following substantially completed master plans:
 - Parks & Trails, Storm Drainage, Roads, and information regarding other public facilities the City helps fund and for which the City may impose impact fees (e.g., police, and fire)
 - iv. Any other requested requirements by Consultant if available.

B. Services to be Provided by the Consultant

-IFFP-

- i. Review and recommend changes or approve the substantially completed existing facility master plans, including the established level of service standard. (Note: The Consultant will collaborate with City staff and any firms or organizations responsible for each facility master plan to accomplish this task.)
- ii. Develop an IFFP for the following facilities: parks & trails, storm drainage, roads, and other public facilities the City funds for which the City may impose impact fees (e.g., police and fire). The IFFP should:
 - a. Establish a service standard
 - b. Create an inventory of existing facilities
 - c. Determine the method of financing existing facilities
 - d. Assess excess capacity
 - e. Identify additional facilities needed at present
 - f. Determine the method of financing needed facilities
- iii. Ensure that the resulting IFFP, associated rate schedule, and regulatory ordinances comply with all applicable State and Federal laws, including Title 11, Chapter 36 of the Utah Code "Impact Fees Act."
- iv. Provide the City with an IFFP that addresses a five-year planning window for impact fee calculations and a 10-year planning window for capital facilities planning, with accompanying fee increase proposals—based on current growth trends.
- v. Develop specific goals, objectives, and policies that will integrate the recommendations from the previous sections into a comprehensive plan of action.
- vi. Conduct regular coordination meetings with City staff and designated representatives to review progress and address any issues.
- vii. Provide options for Impact fee calculations based on industry standards.

-Study-

- viii. Depending on the results of the IFFP, the City may request the Consultant to develop a Study. If directed by the City, the Consultant will use the IFFP as a framework and calculate a proposed impact fee schedule.
- ix. In developing the Study, the Consultant will:
 - a. review the City's current code, waiver and exemption requirements, study criteria and standards, etc.; and
 - b. survey, collect, and map all assets necessary for impact fee calculation, including parks, trails, storm drainage, roads, and other public facilities the City funds and for which the City may impose impact fees (e.g., police, and fire), and compile the data into a GIS database.

- x. The Study should:
 - a. Determine the proportionate share of costs directly attributable to new development
 - b. Calculate credits for future contributions
 - c. Determine the maximum allowable impact fee
- xi. Conduct a comparative analysis of relevant legislation, fees, and practices to identify and propose the most current best practices and regional standards.
- xii. Provide recommendations on ways the City can reduce, waive, or eliminate impact fees related to moderate income housing as part of the moderate income housing element within the City's general plan pursuant to Utah Code § 10-9a-403(2)(b)(iii)(L).

Present the completed IFFP and the Study, if requested by the City, for adoption by the City Council.

7. Protected Information

A. Confidentiality

- i. All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by a Consultant that is submitted to the City, as part of the proposal or otherwise may be considered public information under applicable law, including but not limited to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated ("GRAMA"). The City generally considers proposals and all accompanying material to be public and subject to disclosure including the subsequent contract that may be executed between the City and Respondent.
- ii. Any material considered by a Consultant to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied. The City cannot guarantee that any information will be held confidential. Under Utah Code Ann. Section 63G-2-309 of GRAMA, if a Consultant makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the Consultant of such determination. The Consultant is entitled under GRAMA to appeal an adverse determination. The City is not obligated to notify the Consultant of a request, and will not consider a claim of confidentiality, unless the Respondent's claim of confidentiality is made in a timely basis and in accordance with GRAMA.

B. Additional Considerations

- i. Failure to Read. Failure to read the Request for Proposals and these instructions will be at a Respondent's own risk.
- ii. Cost of Developing Qualifications/Proposals. All costs related to the preparation of the qualifications/proposals and any related activities are the sole responsibility of the Respondent. The City assumes no liability for any costs incurred by Consultant (s)

- throughout the entire selection process, including prior to selection and issuance of a contract.
- iii. Discussions with Respondents. The City reserves the right to enter into discussions with the Consultant (s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with a Consultant whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. If exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked Consultant without the need to repeat the formal solicitation process.
 - iv. Equal Opportunity. The City will make every effort to ensure that all Respondents are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. The City's policy, subject to federal, State, and local procurement laws, is to provide reasonable attempts to support each Respondent's business by purchasing goods and services through local Respondents and service providers.
 - v. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to each Respondent.
 - vi. Final Authorization. The City intends to eventually contract with the Consultant (s) whose proposal is deemed most advantageous in experience, qualifications, price, and other factors considered in accordance with the weighted decision matrix described above. The City does not necessarily intend to award a contract solely on the basis of any response made to this request or otherwise pay for any information solicited or obtained during the RFP process. Final authorization of an accepted bid will be provided by the Kearns City Council after they have had an opportunity to review the recommendations. It is expected that the winning bidder will be selected on or before [date].
 - vii. Rejection of Proposals. The City reserves the right to reject any or all proposals received and disqualify incomplete or late proposals. Proposals lacking required information will not be considered. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City for any obligation. Consultant (s) may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
 - viii. Kearns's Best Interest. The City reserves the right to take any steps deemed necessary to act in the City's best interest.
 - ix. Proposal Term. Proposals shall be good for one hundred and twenty (120) days from the Closing Date.
 - x. Reservation of Rights. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. The City will provide each Consultant with written notice of any cancellation and/or modification.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 8th day of August in the year 2024
(In words, indicate day, month and year.)

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

City of Kearns
c/o Daniel Torres, Economic Development Manager
2001 South State Street #N3-600
Salt Lake City, UT 84190
Ph: 385-226-2797

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

ajc architects, PC
703 East 1700 South
Salt Lake City, UT 84015
801-466-8818

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

Kearns Community Center Project
Feasibility Study to Renovate the Existing Oquirrh Hill Elementary School
5241 S. 4280 W.
Kearns, UT 84118

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.)

Phase 1 Feasibility Study and Building Assessment

Approximately 43,000 Square Feet

Existing Building Assessment and Concept (Test Fit) Floor Plan

Overall Site Master Plan

Conceptual Cost Estimate

Civil Drone Flight

Fire Flow Analysis

Topographic Survey

Geotechnical Report

Double Ring Infiltrometer Test

Phase 2 Design and Construction Administration Services will be a Modification to this contract once Phase 1 Feasibility Study is complete

§ 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.)

§ 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.)

See Exhibit A: Request for Qualifications dated May 21, 2024

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

.1 Design phase milestone dates, if any:

N/A for Phase 1

.2 Construction commencement date:

N/A for Phase 1

.3 Substantial Completion date or dates:

N/A for Phase 1

.4 Other milestone dates:

Phase 1 Feasibility Study Anticipated schedule of 3-4 months to complete

§ 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.)

Phase 1: Feasibility Study Contractor Delivery Method not yet determined. Will be discussed and finalized in Phase 2: Design and Construction Administration Services

§ 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.)

Project will be designed with sustainable and energy efficient consideration, however, no formal sustainability certification will be required/included. Can be added as a modification if determined desired/required as part of Phase 2.

(Paragraph Deleted)

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

Daniel Torres, Economic Development Manager
dtorres@msd.utah.gov
(385) 226-2797 mobile
(385) 468-6691 office

| *(Paragraphs Deleted)*

| *(Paragraphs Deleted)*

| *(Paragraph Deleted)*

| *(Paragraph Deleted)*

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

Heber Slabbert, AIA, Principal Architect
703 East 1700 South
Salt Lake City, UT 84105
801-466-8818
hslabbert@ajcarchitects.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:**

KPFF Structural Engineers
420 East South Temple, Suite 285
Salt Lake City, UT 84111
801-441-2204

.2 Mechanical Engineer:

WHW Engineering Mechanical and Plumbing
8619 Sandy Parkway
South Jordan, UT 84095
801-328-5151

.3 Electrical Engineer:

Spectrum Engineers Electrical and Lighting
324 South State Street, Suite 400
Salt Lake City, UT 84111
801-328-5151

(Paragraph Deleted)

.4 Civil and Survey Engineer:

Meridian Engineering Civil and Survey
1628 West 11010 South, Suite 102
South Jordan, UT 84095
801-569-1315

.5 Landscape Architect:

Arc Sitio Design Landscape and Irrigation
1058 East 2100 South
Salt Lake City, UT 84106
801-487-4923

.6 Cost Estimating:

Construction Control Corp
307 East 200 South
Salt Lake City, UT 84101
801- 578-1201

.7 Geotechnical Investigation

CMT Technical Services
2796 South Redwood Road
West valley, UT 84119
801-908-5859

(Paragraph Deleted)

§ 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.

(Paragraphs Deleted)

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 dollars (\$ 2,000,000) for each occurrence and (\$) 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 four million (\$ 4,000,000) 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 one million (\$ 1,000,000) per claim and one million (\$ 1,000,000) in the aggregate.

Init.

§ 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 Phase 2 Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 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 (Phase 2)

§ 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.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 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 (Phase 2)

§ 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.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 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.

§ 3.4 Construction Documents Phase Services (Phase 2)

§ 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.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 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 (Phase 2)

§ 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 (Phase 2)

§ 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 (Phase 2)

§ 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,
- .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 (Phase 2)

§ 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 (Phase 2)

§ 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 (Phase 2)

§ 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

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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 (Phase 2)

§ 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.

§ 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 (Phase 2)

§ 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 (Phase 2)

§ 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	Architect (High Level Phase 1 Detailed in Phase 2
§ 4.1.1.2 Multiple preliminary designs	Architect (High Level Phase 1 Detailed in Phase 2
§ 4.1.1.3 Measured drawings	Architect (High Level Phase 1 Detailed in Phase 2
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect (High Level Phase 1 Detailed in Phase 2
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect + Owner

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§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	Architect in Phase 2
§ 4.1.1.15 As-designed record drawings	Architect in Phase 2
§ 4.1.1.16 As-constructed record drawings	Architect in Phase 2
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect in Phase 2
§ 4.1.1.22 Security evaluation and planning	Architect in Phase 2
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	Not Included
§ 4.1.1.26 Multiple bid packages	Not Included
§ 4.1.1.27 Historic preservation	Not Included
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Included
§ 4.1.1.29 Other services provided by specialty Consultants	TBD during Phase 2
§ 4.1.1.30 Other Supplemental Services	TBD during Phase 2

§ 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.)

Will determine during Phase 2

§ 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.)

Will determine during Phase 2

(Paragraph Deleted)

§ 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 Phase 2, 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

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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 (Phase 2), 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;
- .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 Phase 2 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 To be determined in Phase 2 (To be determined in Phase 2) visits to the site by the Architect during construction
- .3 To be determined in Phase 2 (To be determined in Phase 2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 To be determined in Phase 2 (To be determined in Phase 2) inspections for any portion of the Work to determine final 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 To be determined in Phase 2 (To be determined in Phase 2) 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.

(Paragraph Deleted)

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

(Paragraph Deleted)

§ 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 Phase 2 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.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Phase 2 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.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 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;

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- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .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 During Phase 2, 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.)

☒ [X] 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.

8.2.5 Limitation of Liability

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Client limits the liability of ajc architects, its subconsultants and their respective agents and employees actually or allegedly caused in whole or in part by ajc architects breach of contract, negligence and/or breach of standard of care, professional or otherwise, such that the total aggregate liability of ajc architects does not exceed ajc architects compensation or \$100,000, whichever is lesser. Client shall hold harmless and indemnify ajc architects from and against any such liability in excess of the limit state herein. Said liability shall include ajc architects defense costs and attorney's fees.

Any applicable statute of limitations or period of repose will commence to run and any cause of action shall be deemed to have accrued upon the earliest of: (a) the date on which ajc architects completes its performance under this Agreement; (b) the date of substantial completion of the Project; or (c) as otherwise provided by law in the absence of the foregoing alternatives. Thereafter, Client shall have two (2) years to bring a claim against ajc architects, or else Client waives such claim.

§ 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.

§ 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.

| (Paragraphs Deleted)

| (Paragraph Deleted)

§ 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.

§ 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:

1 i (Insert amount)		
Fee Proposal Phase 1	\$52,850	

Architectural	ajc architects	\$ 13,540
Mechanical	WHW Engineering	\$ 2,000
Electrical	Spectrum	\$ 2,000

Structural	KPFF	\$ 2,000
Civil	Meridian	\$ 1,500
Cost Estimating	CCC	\$ 2,960

Civil Drone Flight \$ 3,500
Fire Flow Analysis \$ 1,575
Topographic Survey \$17,025
Geotechnical Report \$ 4,950
Double Ring Infiltrometer Test \$ 1,800

See Exhibit B

Phase 2 Fees: TBD via modification to this contract once Phase 1 is complete.

(Paragraph Deleted)

(Paragraph Deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1. 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.)

Architect will submit a request for Additional Fees in writing to the Owner and will not proceed until the Additional Fees are approved in writing via Modification to the contract.

§ 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.)

Architect will submit a request for Additional Fees in writing to the Owner and will not proceed until the Additional Fees are approved in writing via Modification to the contract.

§ 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 %),

(Paragraph Deleted)

§ 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	TBD in Phase 2	percent (	TBD in Phase 2	%)
Design Development Phase	TBD in Phase 2	percent (	TBD in Phase 2	%)

Construction Documents Phase	TBD in Phase 2	percent (	TBD in Phase 2	%)
Procurement Phase	TBD in Phase 2	percent (	TBD in Phase 2	%)
Construction Phase	TBD in Phase 2	percent (	TBD in Phase 2	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs Deleted)

§ 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.)*

See Exhibit B

(Table Deleted)

§ 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;
- .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 plus ten percent (10 %) of the expenses incurred.

(Paragraphs Deleted)

(Paragraphs Deleted)

§ 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 thirty (30) 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.)

five % 5

§ 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.

(Paragraphs Deleted)

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

(Paragraph Deleted)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit A: RFQ Dated May 21, 2024

Exhibit B: Architect's Fee Proposal and Hourly Rates Dated August 1, 2024

(Paragraph Deleted)

Init.

| (Paragraph Deleted)

| (Paragraph Deleted)

| (Paragraph Deleted)

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

|
-See attached signatures page-

OWNER (Signature)

(Printed name and title)

-See attached signatures page-

ARCHITECT (Signature)

Jill A. Jones, AIA LEED AP BD + C President

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

Init.

Signatures Page

Init.

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(3B9ADA34)

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:35:11 MT on 08/06/2024.

PAGE 1

AGREEMENT made as of the 8th day of August in the year 2024

...

City of Kearns
c/o Daniel Torres, Economic Development Manager
2001 South State Street #N3-600
Salt Lake City, UT 84190

...

Ph: 385-226-2797

...

ajc architects, PC
703 East 1700 South
Salt Lake City, UT 84015
801-466-8818

...

Kearns Community Center Project
Feasibility Study to Renovate the Existing Oquirrh Hill Elementary School
5241 S. 4280 W.
Kearns, UT 84118

PAGE 2

TABLE OF ARTICLES

...

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

...

Phase 1 Feasibility Study and Building Assessment
Approximately 43,000 Square Feet

Existing Building Assessment and Concept (Test Fit) Floor Plan
Overall Site Master Plan
Conceptual Cost Estimate
Civil Drone Flight
Fire Flow Analysis
Topographic Survey
Geotechnical Report
Double Ring Infiltrometer Test

Phase 2 Design and Construction Administration Services will be a Modification to this contract once Phase 1 Feasibility Study is complete

PAGE 3

See Exhibit A: Request for Qualifications dated May 21, 2024

...

N/A for Phase 1

...

N/A for Phase 1

...

N/A for Phase 1

...

Phase 1 Feasibility Study Anticipated schedule of 3-4 months to complete

...

Phase 1: Feasibility Study Contractor Delivery Method not yet determined. Will be discussed and finalized in Phase 2: Design and Construction Administration Services

...

Project will be designed with sustainable and energy efficient consideration, however, no formal sustainability certification will be required/included. Can be added as a modification if determined desired/required as part of Phase 2.

...

§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.

...

Daniel Torres, Economic Development Manager
dtorres@msd.utah.gov
(385) 226-2797 mobile

(385) 468-6691 office

PAGE 4

~~§ 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.)~~

...

~~§ 1.1.9~~ The Owner shall retain the following consultants and contractors:

...

~~(List name, legal status, address, and other contact information.)~~

...

~~.1~~ — Geotechnical Engineer:

...

~~.2~~ — Civil Engineer:

...

~~.3~~ — Other, if any:

...

~~(List any other consultants and contractors retained by the Owner.)~~

...

Heber Slabbert, AIA, Principal Architect
703 East 1700 South
Salt Lake City, UT 84105
801-466-8818
hslabbert@ajcarchitects.com

...

KPFF Structural Engineers

...

420 East South Temple, Suite 285

...

Salt Lake City, UT 84111

...

801-441-2204

PAGE 5

WHW Engineering Mechanical and Plumbing

...

8619 Sandy Parkway

...

South Jordan, UT 84095

...

801-328-5151

...

Spectrum Engineers Electrical and Lighting

...

324 South State Street, Suite 400

...

Salt Lake City, UT 84111

...

801-328-5151

...

§ 1.1.11.2 Consultants retained under Supplemental Services:

...

.4 Civil and Survey Engineer:

...

Meridian Engineering Civil and Survey

...

1628 West 11010 South, Suite 102

...

South Jordan, UT 84095

...

801-569-1315

...

.5 Landscape Architect:

...

Arc Sitio Design Landscape and Irrigation

...

1058 East 2100 South

...

Salt Lake City, UT 84106

...

801-487-4923

...

.6 Cost Estimating:

...

Construction Control Corp

...

307 East 200 South

...

Salt Lake City, UT 84101

...

801- 578-1201

...

.7 Geotechnical Investigation

...

CMT Technical Services

...

2796 South Redwood Road

...

West valley, UT 84119

...

801-908-5859

...

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

PAGE 6

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and (\$) 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 four million (\$ 4,000,000) 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.

...

§ 2.5.5 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 one million (\$ 1,000,000) per claim and one million (\$ 1,000,000) in the aggregate.

PAGE 7

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ 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.

...

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Phase 2 Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

...

§ 3.2 Schematic Design Phase Services (Phase 2)

PAGE 8

§ 3.3 Design Development Phase Services (Phase 2)

...

§ 3.4 Construction Documents Phase Services (Phase 2)

PAGE 9

§ 3.5 Procurement Phase Services (Phase 2)

...

§ 3.5.2 Competitive Bidding (Phase 2)

...

§ 3.5.3 Negotiated Proposals (Phase 2)

...

§ 3.6 Construction Phase Services (Phase 2)

PAGE 10

§ 3.6.2 Evaluations of the Work (Phase 2)

...

§ 3.6.3 Certificates for Payment to Contractor (Phase 2)

PAGE 11

§ 3.6.4 Submittals (Phase 2)

...

§ 3.6.5 Changes in the Work (Phase 2)

...

§ 3.6.6 Project Completion (Phase 2)

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§ 4.1.1.1	Programming	Architect (High Level Phase 1 Detailed in Phase 2)
§ 4.1.1.2	Multiple preliminary designs	Architect (High Level Phase 1 Detailed in Phase 2)
§ 4.1.1.3	Measured drawings	Architect (High Level Phase 1 Detailed in Phase 2)
§ 4.1.1.4	Existing facilities surveys	N/A
§ 4.1.1.5	Site evaluation and planning	Architect (High Level Phase 1 Detailed in Phase 2)
§ 4.1.1.6	Building Information Model management responsibilities	Architect
§ 4.1.1.7	Development of Building Information Models for post construction use	N/A
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Architect + Owner
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13	On-site project representation	N/A
§ 4.1.1.14	Conformed documents for construction	Architect in Phase 2
§ 4.1.1.15	As-designed record drawings	Architect in Phase 2
§ 4.1.1.16	As-constructed record drawings	Architect in Phase 2
§ 4.1.1.17	Post-occupancy evaluation	N/A
§ 4.1.1.18	Facility support services	N/A
§ 4.1.1.19	Tenant-related services	N/A
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Architect in Phase 2
§ 4.1.1.22	Security evaluation and planning	Architect in Phase 2
§ 4.1.1.23	Commissioning	Owner
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25	Fast-track design services	Not Included

§ 4.1.1.26	Multiple bid packages	<u>Not Included</u>
§ 4.1.1.27	Historic preservation	<u>Not Included</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Included</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>TBD during Phase 2</u>
§ 4.1.1.30	Other Supplemental Services	<u>TBD during Phase 2</u>

...

Will determine during Phase 2

...

Will determine during Phase 2

...

~~§ 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.~~

PAGE 14

§ 4.2.1 Upon recognizing the need to perform the following Additional ~~Services~~, Services Phase 2, 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:

...

§ 4.2.2 To avoid delay in the Construction ~~Phase~~, Phase (Phase 2), 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.

...

§ 4.2.3 The Architect shall provide Construction Phase Services Phase 2 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 To be determined in Phase 2 (To be determined in Phase 2) visits to the site by the Architect during construction

...

- .3 To be determined in Phase 2 (To be determined in Phase 2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 To be determined in Phase 2 (To be determined in Phase 2) inspections for any portion of the Work to determine final completion.

PAGE 15

§ 4.2.5 If the services covered by this Agreement have not been completed within To be determined in Phase 2 (To be determined in Phase 2) 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.

...

~~§ 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.~~

...

~~§ 5.7 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.~~

PAGE 16

§ 5.13 Before executing the Phase 2 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.

...

§ 6.4 If, through no fault of the Architect, the Phase 2 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.

PAGE 17

§ 6.7 During Phase 2, 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.

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[X] Arbitration pursuant to Section 8.3 of this Agreement

...

8.2.5 Limitation of Liability

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Client limits the liability of ajc architects, its subconsultants and their respective agents and employees actually or allegedly caused in whole or in part by ajc architects breach of contract, negligence and/or breach of standard of care, professional or otherwise, such that the total aggregate liability of ajc architects does not exceed ajc architects compensation or \$100,000, whichever is lesser. Client shall hold harmless and indemnify ajc architects from and against any such liability in excess of the limit state herein. Said liability shall include ajc architects defense costs and attorney's fees.

...

Any applicable statute of limitations or period of repose will commence to run and any cause of action shall be deemed to have accrued upon the earliest of: (a) the date on which ajc architects completes its performance under this Agreement; (b) the date of substantial completion of the Project; or (c) as otherwise provided by law in the absence of the foregoing alternatives. Thereafter, Client shall have two (2) years to bring a claim against ajc architects, or else Client waives such

...

~~§ claim.~~

...

§ 8.3 Arbitration

PAGE 20

~~§ 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:~~

...

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

PAGE 21

~~.1 Stipulated Sum:~~

...

Fee Proposal Phase 1 **\$52,850**

PAGE 22

<u>Architectural</u>	<u>ajc architects</u>	<u>\$ 13,540</u>
<u>Mechanical</u>	<u>WHW Engineering</u>	<u>\$ 2,000</u>
<u>Electrical</u>	<u>Spectrum</u>	<u>\$ 2,000</u>
<u>Structural</u>	<u>KPFF</u>	<u>\$ 2,000</u>
<u>Civil</u>	<u>Meridian</u>	<u>\$ 1,500</u>
<u>Cost Estimating</u>	<u>CCC</u>	<u>\$ 2,960</u>

...

Civil Drone Flight \$ 3,500

...

Fire Flow Analysis \$ 1,575

...

Topographic Survey \$17,025

...

Geotechnical Report \$ 4,950

...

Double Ring Infiltrometer Test \$ 1,800

...

See Exhibit B

...

Phase 2 Fees: TBD via modification to this contract once Phase 1 is complete.

...

~~.2~~ Percentage Basis

...

(Insert percentage value)

...

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

.3—Other

...

(Describe the method of compensation)

...

§ 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, 4.1, the Owner shall compensate the Architect as follows:

...

Architect will submit a request for Additional Fees in writing to the Owner and will not proceed until the Additional Fees are approved in writing via Modification to the contract.

...

Architect will submit a request for Additional Fees in writing to the Owner and will not proceed until the Additional Fees are approved in writing via Modification to the contract.

...

§ 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 (%), or as follows: 10 %.

...

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

PAGE 23

Schematic Design Phase	<u>TBD in Phase 2</u>	percent (	<u>TBD in Phase 2</u>	%)
Design Development Phase	<u>TBD in Phase 2</u>	percent (	<u>TBD in Phase 2</u>	%)
Construction Documents	<u>TBD in Phase 2</u>	percent (	<u>TBD in Phase 2</u>	%)
Phase				
Procurement Phase	<u>TBD in Phase 2</u>	percent (	<u>TBD in Phase 2</u>	%)
Construction Phase	<u>TBD in Phase 2</u>	percent (	<u>TBD in Phase 2</u>	%)

...

~~**§ 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.

...

See Exhibit B

...

Employee or Category	Rate (\$0.00)
----------------------	---------------

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

~~§ 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.)~~

PAGE 24

~~§ 11.10 Payments to the Architect~~

...

~~§ 11.10.1 Initial Payments~~

...

~~§ 11.10.1.1 An initial payment of (\$) 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. __~~

...

§ 11.10.2.1 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 thirty (

30) 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.

...

five % 5

...

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.)

...

~~.2—Building Information Modeling Exhibit, if completed:~~

...

Exhibit A: RFQ Dated May 21, 2024

Exhibit B: Architect's Fee Proposal and Hourly Rates Dated August 1, 2024

...

{

...

}—AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below: __

PAGE 25

(Insert the date of the E204-2017 incorporated into this agreement.)

...

{ }—Other Exhibits incorporated into this Agreement: __

...

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

...

~~4~~ Other documents:

...

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

...

Jill A. Jones, AIA LEED AP BD + C President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:35:11 MT on 08/06/2024 under Order No. 2114511001 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

REQUEST FOR QUALIFICATIONS

*Invitation for Architects to Present Qualification Statement for Architectural and
Engineering Services for*

Kearns Community Center

May 21, 2024

CITY OF KEARNS
4956 West 6200 South Suite #527
Kearns, UT 84118

The Greater Salt Lake Municipal Services District on behalf of the City of Kearns (“Kearns”) will be accepting qualification statements and fee proposals from qualified architectural and engineering firms by **June 3, 2024** until **3:00 PM** at **2001 S State, #N 3-600 Salt Lake City, UT 84190**, or via email at dtorres@msd.utah.gov. No additional information may be submitted after this deadline unless specifically requested.

The details of the Kearns Community Center project (the “Project”) and the requirements for proposals/qualification statements are set forth below. Please review the requirements carefully, as incomplete, or noncompliant proposals/qualification statements may be rejected.

The Greater Salt Lake Municipal Services District (MSD) is acting as the owner's representative for the entirety of the first phase of the Kearns Community Center project. In addition, the MSD will be actively working with both Kearns and the Granite School District as key stakeholders and decision makers. Granite School District is the owner of the property Granite School District. Any questions and or concerns related to the project will be facilitated and handled through the MSD.

Any questions regarding the Project or the requirements for fee proposals and qualification statements should be directed to:

Daniel Torres
2001 S State, #N 3-600
Salt Lake City, UT 84190
385-226-2797
dtorres@msd.utah.gov

Significant questions will not be considered within 48 hours of the deadline. Any significant information formulated from questions will be issued to all RFP holders to the best of our ability before that 48-hour period. To develop an effective proposal, communication during the submission period is encouraged.

This request for proposals does not commit Kearns to award a contract or to pay any costs incurred in the preparation of proposals. Kearns reserves the right to extend the due date for proposals, to accept or reject any or all proposals received because of this request, or to cancel this request in part or in its entirety. Kearns retains the authority to overlook any irregularities, informalities, or technicalities in the proposals if it serves its best interests. Contract allocation will be contingent upon the most qualified, responsibly priced submission among the contenders.

Equal Opportunity and Affirmative Action Program. The successful applicant must covenant and agree to abide by Federal and State regulations pertaining to Equal Employment as set forth in Executive orders 11246, 11375, 11625 and 41 CFR Part 60-4, Section III of the Housing and Urban Development Action of 1968 (12 USC 170u), as amended and HUD regulations at 24CFR Part 135.

In summary, these regulations require project participants no discriminations against any employee or applicant for employment because of race, color, religion sex, age, disability, or national origin and project participants will take appropriate measures to employ minority owned businesses. Kearns does not discriminate on the basis of race, color, national origin, sex, religion or age.

1. Project Summary

A. The Kearns Community Center Project consists of renovating the existing Oquirrh Hill Elementary School (located at 5241 S 4280 W Kearns, UT 84118) to convert it into a multi-use community center. The Project may necessitate renovation(s) of the existing educational facility.

Oquirrh Hills Elementary School is owned by the Granite School District (the "District"). The District is working with Kearns to lease the building to the city for 20 years with the option of two (2) additional five (5) year extensions, for a total lease of up to 30 years. The building has a square footage of approximately 43,000 square feet.

Kearns as the tenant is permitted to use the school for government operations, and to sublease to other non-profit community organizations, recreational programs and for other supplementary uses that support Kearns's primary operations, and which do not conflict with the mission of the School District.

It is anticipated that this project be undertaken in two main phases. The first phase (Phase I) will consist of an assessment of the existing building for Kearns to understand and budget for any required mechanical, structural, or code compliance improvements that may be required. The findings from Phase I will inform the development of a detailed scope of work and budget estimate for the subsequent renovation and upgrade projects.

If the findings and improvements in Phase I are deemed workable, Phase II (the Construction Phase) will entail the implementation of the identified renovations and upgrades to enhance the building's functionality, safety, and overall quality. This may include structural repairs, system replacements or upgrades, accessibility improvements, interior redesign, and any other necessary measures to bring the building up to modern standards and address the needs of its occupants.

B. The Project envisions a Community Center to house City Offices and other community organizations and facilities. The following are the contemplated uses:

- i. Kearns City Offices
- ii. Kearns City Council Chambers
- iii. Unified Police Department Precinct
- iv. Unified Fire Authority Fire Inspector Offices
- v. Entrepreneurial Co-Working Space
- vi. Community Meeting Room(s)
- vii. Offices for the Kearns Community Council
- viii. Community Theater (auditorium and office space)
- ix. Arts Council Offices
- x. Pacific Islander Chamber of Commerce Offices

- xi. SLCo Co-Op offices (satellite)
- xii. Additional temporary working spaces for community service providers or non-profit community organizations
- xiii. Storage

In addition, Kearns would like to utilize the grass-playground area for community events/programs (such as a farmers' market, etc.), as well as the paved bus loading area where food trucks could be staged. Finally, depending on its condition, the playground equipment could be utilized as part of a City Park.

C. Under this RFP the Architect may be asked to provide plans and specifications as part of contract documents.

D. Any demolition, remodeling or new construction will be awarded to a general contractor under a separate Bid/RFP.

2. **Architectural Services**

The architectural firm selected for the Project will be able to provide the following services:

A. **Inspection and Code Compliance**

The selected firm will be responsible for performing a thorough inspection of the building and grounds, including but not limited to the following areas:

- i. **Structural integrity:** Assess the structural components of the building to ensure compliance with local building codes and regulations.
- ii. **Electrical systems:** Inspect electrical wiring, outlets, panels, and fixtures to identify any code violations or safety hazards.
- iii. **Plumbing systems:** Evaluate plumbing fixtures, pipes, and drainage systems for compliance with plumbing codes and standards.
- iv. **HVAC systems:** Inspecting heating, ventilation, and air conditioning (HVAC) systems, including ductwork, filters, and controls, to ensure optimal performance and compliance with relevant standards.
- v. **Fire safety:** Review fire suppression systems, alarms, and emergency exits to ensure adherence to fire safety regulations.
- vi. **Accessibility:** Assess the building's accessibility features, including ramps, and restroom facilities, to ensure compliance with accessibility standards such as the Americans with Disabilities Act (ADA).
- vii. **Environmental factors:** Identify environmental hazards or concerns within the building, such as lead paint, mold, etc.
- viii. **Documentation:** Provide a detailed report documenting all findings, including photographs, descriptions of deficiencies, and recommendations for corrective actions.

B. Code Analysis

- i. Review the International Building and Fire Codes and provide Access Analysis and Review for Project.
- ii. Provide recommendations for remedying and bringing into compliance non-conforming conditions.

C. Architectural, Engineering and Design Services

The selected firm may be responsible for providing architectural, engineering, and design services, in Phase II, which will include the following (but not limited to the following):

- i. Schematic design: Refining design concepts into preliminary drawings and layouts.
- ii. Design development: Creating architectural drawings and specifications, including materials, finishes, and structural elements for any modifications or renovations required by the International Building Code.
- iii. Construction documents: Producing plans, elevations, sections, and details required for construction and permitting purposes.

D. Costs

Provide itemized estimated costs associated with the recommendations identified in Section 2 subsections A, B and C.

3. Additional Services That May Be Required

The Kearns Community Center Project anticipates that following the Inspection and Design Phase outlined in Section 2, that the selected firm will participate in Phase II which will consist of the Construction Phase. If Kearns elects to proceed with the lease and building renovations, the following services will be required, and the selected firm will need to demonstrate the ability to perform the following services:

A. Engineering Services

- i. Structural engineering: Providing structural analysis and design calculations to ensure the stability and integrity of the building structure.
- ii. Mechanical engineering: Designing HVAC systems, plumbing layouts, and (if necessary) fire protection systems for optimal performance and compliance with applicable codes.
- iii. Electrical engineering: Designing electrical distribution systems, lighting layouts, and power supply configurations to meet project requirements and safety standards.

- iv. IT Infrastructure: Assessing the building's IT infrastructure requirements and designing network layouts, including wired and wireless connectivity solutions.

B. Interior Design Services

- i. Material selection: Recommending appropriate finishes, fixtures, and furnishings that enhance the aesthetics and functionality of interior spaces.
- ii. Lighting design: Designing lighting schemes that enhance visibility, ambiance, and energy efficiency within interior environments.
- iii. Color coordination: Selecting color palettes and coordinating finishes to create cohesive and visually appealing interior designs.
- iv. Accessibility considerations: Integrating accessibility features and universal design principles to ensure inclusivity and compliance with relevant regulations, such as the Americans with Disabilities Act (ADA).

C. Building Security

- i. Door Locks and Access Control: Assessing and designing security measures for door locks, keyless entry systems, and access control systems to enhance building security.
- ii. Security Cameras: Designing surveillance camera systems and placement strategies to monitor and secure key areas of the building.

D. Associated Tasks

- i. Coordination with consultants: Collaborating with structural engineers, mechanical engineers, and other consultants to integrate their expertise into the design process.
- ii. Permitting assistance: Assisting with the preparation and submission of permit applications, including coordination with regulatory authorities, and addressing any plan review comments. (Please note that the District will be the agency issuing and inspecting any permits associated with the Project.)
- iii. Cost estimating: Providing preliminary and detailed cost estimates for the architectural, engineering, and interior design services, as well as associated construction costs.
- iv. Site Planning and Landscape Architecture: Provide services, as required, necessary for site design, including utilities, hardscape, landscape, accessibility, and lighting.
- v. Bid/Proposal Process and Value Engineering: Assistance with the bidding process, contract award and value engineering in working with the selected contractor.
- vi. Project management: Overseeing the overall project schedule, budget, and quality control to ensure the successful execution of the design and construction process.

- vii. Construction administration: Overseeing the implementation of the architectural design during the construction phase, including site visits, contractor coordination, and responding to requests for information (RFIs).

4. Architectural Firm Requirements

- A. Satisfaction of federal, state, county, and municipal licensing, and standards requirements.
- B. Experience with buildings and designs of the type being contemplated.
- C. Demonstrated ability to meet budgets and deadlines and effectively manage projects.

5. Required Submissions

Each responding applicant should submit an electronic copy via email to dtorres@msd.utah.gov. Applicants may also choose to submit two (2) hard copies of their proposal.

A. Cover Letter.

Include the name of the primary contact person and preferred contact information, including an email address.

B. Completed Architect-Engineer Qualifications ([Standard Form 330](#)).

C. Fee Proposal.

Please provide a detailed fee proposal for the project, including all engineering and other required services.

Fee proposal to include fee schedule for when progress payments need to be made.

D. Proposed Project Team.

Provide (1) an organizational chart indicating your firm's proposed Project team, (2) a current resume for each proposed team member, and (3) a statement regarding each proposed team member's experience with similar projects and reasons why they were selected for the proposed project team. Identify the proposed lead architect and lead engineers.

E. Description Of Relevant Experience.

Description, elevations or images, and other information of interest on any and all projects of a similar size, value, structure, and scope completed by your firm during the last ten years.

As the Project will be financed primarily through public funds, please highlight other similar projects your firm has been involved in, if any.

For each project, please provide the following information:

- i. Project name and location.
- ii. Dates of involvement in the project.
- iii. The types of public funding involved in the project, if any.
- iv. A detailed description of your firm's role in the project and the involvement of any members of the Project team set identified pursuant to subsection 5.D above.
- v. Value of the project.
- vi. Names and contact information of the project owner(s), developer(s), and tax credit investor(s), if any, and other points of contact regarding your involvement with the project.

F. Client References.

Provide three client references. If possible, include as references clients whose project was either similar in nature and/or scope (e.g., square footage, configuration, and number of units) or involved members of the Project team set forth pursuant to subsection 5.D above.

G. Certification Of Licensure, Non-Debarment.

Provide a statement from a principal of your firm affirming that you are in compliance with all applicable federal, state, county, and municipal licensing and standards laws, and that your firm is not now, and has not been, debarred or otherwise prohibited from competition for government contracts.

H. Insurance.

Provide certifications of types and amounts of all insurance coverage currently in effect.

I. Other Relevant Information.

Please provide any other information that you believe is relevant and would be helpful to the Developer in evaluating your proposal based on the criteria for decision set forth in Section 6.A of this RFP.

6. Criteria and Anticipated Timeline for Decision.

A. Criteria for Decision.

Kearns has created a committee to evaluate the proposals submitted pursuant to this RFP. Proposals will be evaluated and scored according to the criteria below.

Respondents will then be ranked according to those scores. Review and acceptance of the proposal will be based on the following criteria:

- i. Past performance/experience (40%)
- ii. Proposed project principals and team qualifications (25%);
- iii. Fee proposal (25%);
- iv. Understanding of the Project (5%)
- v. Other (Timeline, References, Quality of Response...) (5%)

Firms achieving a total score of 80% (80 points) or greater by the selection committee will be added to the list of qualified firms and will be invited to enter into fee negotiations on the project listed in this solicitation." Please note: Cost is not evaluated in a RFSQ with a minimum of 3 firms evaluated. Cost is negotiated with the highest scoring firm based on the evaluation criteria set forth, cost is not scored.

B. Timeline for Decision.

The anticipated date for decision is July 10, 2024. Applicants will be notified of the decision via email.

August 1, 2024

Daniel Torres
2001 S State #N3-600
Salt Lake City, Utah, 84190
(385) 226-2797

Via e-mail: dtorres@msd.utah.gov

**RE: Phase 1 - Architectural Feasibility Study for the Kearns Community Center
Fee Proposal- Rev1**

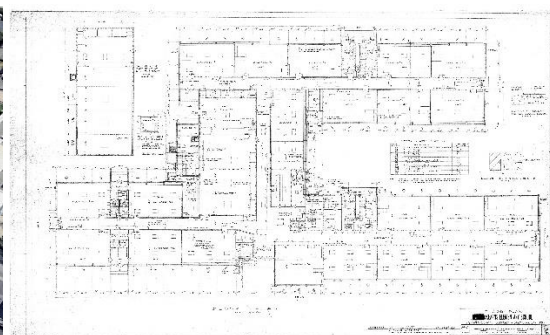
Dan:

Thank you for the walkthrough of your current Oquirrh Hills Elementary School and the opportunity to propose our services for this project. We are excited to be able to provide the following proposal to help conceptualize the potential renovation of the existing school building into a home for the future Community Center and City Offices. ajc architects is providing the following fee proposal for Architectural and Engineering Consulting Services based on the information you have provided to date.

Scope of Work

Develop a high-level test fit floor plan and building assessment of the existing Oquirrh Hills Elementary school, constructed in 1957, to study the feasibility of renovating the building into a multi-use community center and city office building. The building assessment will include specialized evaluations of existing systems by structural, mechanical, electrical, and civil engineers to determine short term maintenance improvements and long-term viability of the project. The study will also include a cost estimate of the proposed findings to help the Greater Salt Lake Municipal Services District (MSD) determine the feasibility of the project.

Anticipated Area Impacted: 43,000 SF.



Services Provided

Develop a preliminary Program of Spaces/Functions.

Test Fit Plan with conceptual furniture layouts to test fit how to maximize occupancy in the existing building.

Review of the IBC, Fire Code and Accessibility Conformity of the project. Provide recommendations for remedying any identified issues.

Assess the structural components of the building to ensure compliance with local codes.

Evaluate electrical systems to identify compliance with local code, maintenance, or replacement needs.

Evaluate plumbing systems to identify compliance with local code, maintenance, or replacement needs.

Evaluate existing fire safety to identify compliance with local code, maintenance, or replacement needs.

Evaluate existing HVAC/mechanical systems to identify compliance with local code, maintenance, or replacement needs.

Present Feasibility Updates to City Council (x2).

High Level Rough Order of Magnitude Cost estimate of the proposed findings and conceptual design.

Deliverables

Detailed report of building and assessment findings.

Test fit conceptual floor plans with conceptual furniture layouts.

City Council Presentations (x2).

Conceptual Master Plan concept for the overall site.

Conceptual Cost Estimate.

Fee Proposal

\$24,000

Architectural	ajc architects	\$ 13,540
Mechanical	WHW Engineering	\$ 2,000
Electrical	Spectrum	\$ 2,000
Structural	KPFF	\$ 2,000
Civil	Meridian	\$ 1,500
Cost Estimating	CCC	\$ 2,960

Optional Services

Optional – Civil Drone Flight \$ 3,500

Optional – Fire Flow Analysis \$ 1,575

Optional – Topographic Survey \$17,025

Optional – Geotechnical Report \$ 4,950

Optional – Double Ring Infiltrometer Test \$ 1,800

Items Excluded

Full Design Documents-Architectural-Structural-Mechanical-Electrical

Construction Administration

Hazmat Study of the building (to be provided by the owner, can be added if needed)

FFE

Please review this proposal and let us know if you have any questions or need any additional information. If acceptable, we can then provide our Professional Services Agreement for your review and signature.

Sincerely-

Jill A. Jones, AIA LEED® AP BD+C
Principal Architect, **ajc architects**



Heber Slabbert
Principal Architect, **ajc architects**



Design Team's Hourly Rates

ajc architects		Spectrum Engineers		CCC	
Principal Architect	\$ 175 hr.	Principal Engineer	\$235 hr.	Estimator	\$ 148 hr.
Project Architect	\$ 165 hr.	Systems Consultant	\$140 hr.	Jr. Estimator	\$ 125 hr.
Project Manager	\$ 145 hr.	Project Mngr.	\$185 hr.		
Interior Designer	\$ 110 hr.	CAD/BIM	\$ 125 hr.		
CAD/BIM	\$ 105 hr.				
KPFF		Meridian Engineering		Construction Control Corp	
Principal Engineer	\$195 hr.	Principal Engineer	\$275 hr.	Estimator	\$ 148 hr.
Associate	\$180 hr.	Project Mngr.	\$210 hr.		
Project Manager	\$146 hr.	Project Engineer	\$140 hr.		
Project Engineer	\$135 hr.	Design Engineer	\$100 hr.		
CAD/BIM	\$105 hr.	CAD/BIM	\$115 hr.		
				WHW Engineering	
				Principal Engineer	\$190 hr.
				Sr. Project Mngr.	\$170 hr.
				Staff Engineer	\$150 hr.
				Sr Designer/BIM	\$135 hr.
				Designer/Drafter	\$115 hr.

Council Business

1.02.020 Inconsistent Provisions

The enactment of this chapter shall not be construed to repeal or invalidate prior acts the City made previously as the Kearns Metro Township or under any other corporate name. To the extent public documents or provisions of this code reference other public names, such documents and provisions shall be construed to incorporate the official name by this reference.

2. Adoption of City Seal and Logo The following is adopted as the official seal and logo of the City of Kearns



3. Implementation. The Mayor and Kearns staff are authorized and directed to take such actions as may be necessary to implement this ordinance.
4. Effective Date of Ordinance. This ordinance shall take effect as soon as it is posted pursuant to Utah Code §10-3-711, deposited, and recorded in the office of the Kearns City Recorder

ADOPTED AND APPROVED at a duly called meeting of the Kearns City Council on this 10th day of June 2024.

ATTEST:

CITY OF KEARNS

By /s/ KELLY F. BUSH
Mayor

By /s/ LANNIE CHAPMAN
Clerk/Recorder

Public Hearing Final Adoption of 2024-2025 Budget

DATE MONDAY JUNE 10, 2024

WHEREAS, on May 13, 2024, the Kearns City Council (“Council”) adopted a tentative budget for the 2024-2025 fiscal year and scheduled a public hearing on June 10, 2024, to solicit public comment on the same; and

WHEREAS, after providing notice of the public hearing pursuant to Utah Code § 10-6-113 and holding the public hearing pursuant to Utah Code § 10-6-114, the Council desires to adopt the 2024-2025 fiscal year budget.

NOW, THEREFORE, BE IT RESOLVED by the Kearns City Council that:

1. Pursuant to Utah Code § 10-6-118, the Council adopts and certifies the attached budget as the final Kearns's budget for the 2024-2025 fiscal year.
2. Kearns staff are authorized and directed to file a certified copy of the final budget with the Utah State Auditor within thirty (30) days of the date of this resolution.
3. Kearns staff shall file a certified copy of the final budget with the Kearns City recorder and such budget shall be made available to the public pursuant to Utah Code § 10-6-119.
4. This resolution shall take effect upon its adoption.

ADOPTED AND APPROVED at a duly called meeting of the Kearns City Council on this 10th day of June 2024.

ATTEST:

By /s/ LANNIE CHAPMAN
Clerk/Recorder

CITY OF KEARNS

By /s/ KELLY F. BUSH
Mayor

Public Hearing Final Adoption of 2024 Amended Budget

Council Member Snow, seconded by Council Member Schaeffer, moved to open the public hearing. The motion passed unanimously.

There were no comments in favor of nor in opposition to the proposed budget.

Council Member Snow, seconded by Council Member Butterfield, moved to close the public hearing. The motion passed unanimously.

Resolution 2024-06-02 amending the 2024 calendar year budget

DATE MONDAY JUNE 10, 2024



Stakeholders Updates

Kearns Improvement District (KID)

Mayor Kelly Bush stated Joe Hatch recently died unexpectedly on Wednesday. He was married to Cheryl Hatch who served on the Kearns Improvement District board. Services will be held on the 28th.

Kearns Library

Lee Whiting, Manager, Kearns Library reported that the Kearns Night Out Against Crime went well. The Kearns Community Health Fair will be held at the library on the 17th of August.

My Kearns

Kristen Deitz stated shared the calendar and updated the Council on the goals of MyKearns. The main goal was to reduce drug and alcohol abuse among minors. The Youth Court is being established and she will provide an update during the next meeting.

Wasatch Front Waste and Recycling District (WFRD)

Renee Plant, Administrative Manager, WFWRD, stated reminded everyone not to put yard waste in recycling cans. The website has an app that allows users to set reminders to put out cans and opt-in to notices for weather-related issues. It also has a function that tells users what can and cannot be recycled. She reminded everyone about the Seasonal Container Reservation Program (SCRP). It is for green waste and costs \$55 for three days. James Kelsey is the new sustainability coordinator. Paul Korth, CFO and Finance Director will be leaving WFWRD.

Unified Fire Authority (UFA)

Nothing to report

DATE MONDAY JUNE 10, 2024

Kearns Community Council

Roger Snow, Vice Chair, Kearns Community Council, stated the Night Out Against Crime was a success. Hometown Night will be held August 2, 2024.

Unified Police Department (UPD)

Chief Levi Hughes, Unified Police Department, stated Torrin Chambers has been reassigned and Nick Nelson will be taking his place starting July 1, 2024. Zach Young has been transferred to Midvale City and his spot as sergeant will be going to Clay Hansen. Chief Hughes did not bring statistics, but stated he would have them available by the 15th.

Legal Updates/Information

Nothing to report

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Planning/Engineering

Ordinance 2024-06-02 amending the PF zones

Kayla Mauldin, Senior Planner, Greater Salt Lake Municipal Services District, delivered a PowerPoint presentation on the three suggested amendments to Kearns Code 19.38. They were:

1. Change “Commercial Recreation” from a prohibited to a permitted use in the PF Zone;
2. Change “Recreation Facility – Private, Public, or Commercial” from a prohibited to a permitted use in the PF Zone;
3. Add “Office – General, related to a primary use” as a new permitted use in both the PF and PI Zones.

Council Member Snow, seconded by Council Member Butterfield, moved to adopt ordinance 2024-06-02. The motion passed unanimously.

KEARNS CITY COUNCIL

DATE MONDAY JUNE 10, 2024

Kayla Mauldin, Senior Planner, Greater Salt Lake Municipal Services District, reviewed the ordinance, which had been discussed at the last meeting.

Council Member Snow, seconded by Council Member Butterfield, moved to adopt ordinance 2024-06-03. The motion passed unanimously.

KEARNS CITY COUNCIL

Ordinance 2024-06-03

June 10, 2024

AN ORDINANCE OF THE KEARNS CITY COUNCIL AMENDING MISCELLANEOUS PROVISIONS IN SUBDIVISION AND ZONING ORDINANCES (TITLES 18 AND 19)

RECITALS

WHEREAS, the City of Kearns adopted a zoning ordinance pursuant to Utah Code Ann. Subsection 10-9a-102(2) and has authority to amend said zoning ordinance when it determines it is necessary; and

WHEREAS, the City of Kearns is a municipality and has authority to regulate land use standards in general pursuant to Utah Code Ann. Subsection 10-9a-104 (1); and

WHEREAS, the Council deems it necessary to amend its ordinances in order to improve land use ordinance usability, responsiveness to community needs, and compliance with Utah State Code.

NOW, THEREFORE, BE IT ORDAINED BY THE KEARNS CITY COUNCIL AS FOLLOWS:

1. Titles 18 and 19 are amended and read as attached hereto as Attachments 1 and 2.
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Effective Date. This Ordinance will take effect immediately upon posting and publication as required by law.

ADOPTED AND APPROVED at a duly called meeting of the Kearns City Council on this 10th day of June 2024.

CITY OF KEARNS

ATTEST:

By /s/ KELLY F. BUSH
Mayor

By /s/ LANNIE CHAPMAN
Clerk/Recorder

DATE MONDAY JUNE 10, 2024



Other Business

Recognition of Kayla Mauldin

Mayor Kelly Bush stated Kayla Mauldin, Senior Planner, Greater Salt Lake Municipal Services District (MSD), would be leaving the MSD effective July 3rd. She read the following resolution into the record.

Council Member Snow, seconded by Council Member Schaeffer, moved to adopt resolution 2024-06-01. The motion passed unanimously.

KEARNS CITY COUNCIL

Resolution 2024-06-01

June 10, 2024

A RESOLUTION OF THE KEARNS METRO TOWNSHIP COUNCIL EXPRESSING
APPRECIATION FOR KAYLA MAULDIN

WHEREAS, the community of Kearns ("Kearns") incorporated as a metro township on January 1, 2017, and later became a city on May 1, 2024; and

WHEREAS, since its incorporation, the Greater Salt Lake Municipal Services District (“MSD”) has provided the city’s administrative, planning and development, business licensing, and code enforcement services; and

WHEREAS, Kayla Mauldin began working for the MSD as a long-range planner on May 26, 2020, and subsequently became the MSD's senior long-range planner with supervisory responsibilities for other long-range planners within the MSD; and

WHEREAS, during her tenure with the MSD, Kayla has worked closely with Kearns to develop and implement several instrumental projects that have significantly furthered Kearns's interests and prerogatives; and

WHEREAS, among other important projects, Kayla played a key role in facilitating the development and implementation of the current Kearns General Plan, the restatement of Kearns's land use ordinances in Titles 18 and 19 of the Kearns Municipal Code, and numerous other land use ordinances and actions that have significantly furthered the interests of Kearns and its citizens.

NOW, THEREFORE, be it RESOLVED, effective immediately that:

1. The Kearns Council expresses its sincere appreciation for Kayla's years of faithful service, valuable advice, and significant contributions.

