

Resolution No. ACRSSD 24-01

A RESOLUTION OF THE ALTA CANYON RECREATION SPECIAL SERVICE DISTRICT OF SANDY CITY AUTHORIZING THE EXECUTION OF A DESIGN AGREEMENT WITH VCBO ARCHITECTURE, RELATING TO THE RECREATION CENTER WITHIN THE CITY AND UPON RECREATION DISTRICT PROPERTY LOCATED AT 9565 S. HIGHLAND DRIVE

WHEREAS, the Alta Canyon Recreation Special Service District of Sandy City (the “District”) was created by the Sandy City Council to transact the business and exercise all of the powers provided for by Resolution 81-33 C for the purpose of providing recreation facilities within the district boundaries; and

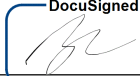
WHEREAS, the District, in furtherance of the purposes of Resolution 81-33 C, desires to enter into a contract with VCBO Architecture, together with Sandy City (the “Agreement”), substantially in the form attached hereto as **Exhibit A** to design a new recreation facility with a phased construction approach and to provide concept plans for the remaining property in order to plan for future phases of the project;

NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY CONTROL BOARD, AS THE GOVERNING BODY OF THE ALTA CANYON SPECIAL SERVICE DISTRICT OF SANDY CITY:

1. The Agreement in the form attached hereto as **Exhibit A** is hereby approved, and the District Chair is authorized and directed to execute Exhibit A, or a contract substantially similar to Exhibit A, for and on behalf of the District. The Chair of the Authority Control Board (“District Chair”) is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the District’s best interest and in harmony with the intent and purpose of the Agreement, and the District Chair’s signature upon the final Agreement shall constitute the District’s acceptance of all such minor modifications, amendments, or revisions.

2. This Resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED BY THE ALTA CANYON SPECIAL SERVICE DISTRICT OF SANDY CITY on this 25th day of June, 2024.

DocuSigned by:

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Zach Robinson
Chair of Administrative Control Board

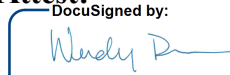
Attest:
DocuSigned by:

688E7E8272914B1...
City Recorder, Wendy Downs

Exhibit A
Form of Agreement



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25th day of July in the year 2024
(*In words, indicate day, month and year.*)

BETWEEN the Architect's clients identified as the "Owners" or, collectively, as the "Owner":
(*Name, legal status, address and other information*)

Sandy City
10000 Centennial Parkway
Sandy City, Utah 84070

Alta Canyon Recreation Special Service District
9565 S. Highland Drive
Sandy, Utah 84092

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

VCBO Architecture
C/O Brent Tippetts, Principal
524 South 600 East
Salt Lake City, UT 84102

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

Alta Canyon Recreation Center Phase 1 Design & Contract Administration

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.

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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.)

N/A

§ 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.)

Design for Alta Canyon Recreation Center Phase 1, which includes replacing the existing indoor recreation center (located at 9565 S Highland Drive, Sandy, Utah) with a double-wide gymnasium, which will feature an elevated walking path, offices for recreation staff, a fitness studio, and associated amenities such as locker space, equipment rooms, and storage. The design for Phase 1 shall also include the office space and associated amenities for the Parks & Recreation Department of Sandy City. While the existing pool will stay in place during Phase 1, the existing pool equipment room and pool equipment will need to be replaced in the new indoor facility to support the existing outdoor pool. In addition, Architect’s scope of work for Phase 1 shall include creating a concept plan for the rest of the site north of the detention pond portion of the park.

This Agreement contemplates design projects for Sandy City and the Alta Canyon Recreation Special Service District concerning a new indoor recreation center; the precise location of the new indoor recreation center has not yet been

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determined, and therefore, both Sandy City and Alta Canyon Recreation Special Service District are "Owners" under this Agreement.

§ 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.)

Fixed limit of construction is Fifteen Million Dollars (\$15,000,000.00).

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

.1 Design phase milestone dates, if any:

Conceptual drawings due by September 15, 2024—this date is firm.
Remaining design work, e.g., Schematic Design Set, Design Development Sets, and Construction Documents, is due by February 13, 2025. Owner will engage a CMGC (defined below) in the fall of 2024, after which Architect shall work diligently with the CMGC to meet this February 13, 2025, milestone so that CMGC can engage its subcontractors, establish a Guaranteed Maximum Price, and timely commence construction by May 15, 2025. Time is of the essence.

.2 Construction commencement date:

Anticipated to be May 15, 2025, or upon issuance of a Notice to Proceed to the CMGC, whichever is later

.3 Substantial Completion date or dates:

Anticipated to be July 15, 2026, or 14-months from Notice to Proceed to CMGC, whichever is later

.4 Other milestone dates:

N/A

§ 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.)

Owner anticipates hiring a Construction Manager/General Contractor ("CMGC") for the project during the early stages of design in order to increase efficiencies during both the design and construction phases of the Project. The terms CMGC and Contractor are used synonymously in this Agreement.

§ 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.)

Building design to meet all local energy code requirements. No sustainable certification is being pursued.

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

Dan Medina, Director of Parks and Recreation Department
Sandy City
801-568-2911
440 East 8680 South
Sandy, Utah 84070
dmedina@sandy.utah.gov

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Zach Robinson, Board Chair
Alta Canyon Recreation Special Service District
C/O Sandy City Council Office
10000 S. Centennial Parkway
Sandy, Utah 84070
zrobinson@sandy.utah.gov

§ 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.)

N/A

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

- .1 Geotechnical Engineer:
Geotechnical work has been completed. TBD whether additional geotechnical work will be required.
- .2 Civil Engineer:
TBD
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)
Survey Engineer – TBD

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

Brent Tippetts, Principal
btippetts@vcbo.com
801.575.8800
VCBO Architecture
524 South 600 East
Salt Lake City, Utah 84102

§ 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:
ARW Engineers
1594 Park Circle
Ogden, UT 84404
- .2 Mechanical Engineer:
WHW Engineering, LLC.
8619 So. Sandy Pkwy. #101
Sandy, UT 84070
- .3 Electrical Engineer:

Envision Engineering, Inc.
240 East Morris Ave. Ste. 200
Salt Lake City, UT 84115

4 Landscape Architect:

Aresitio Design, Inc.
1058 E. 2100 S.
Salt Lake City, UT 84106

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD. Will be addressed through an Amendment signed by the Mayor of Sandy City at a later date if the need arises.

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

N/A

§ 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 may negotiate appropriate adjustments to the Architect's services, schedule for the Architect's services, and the Architect's compensation in accordance with Section 3.6.5 and Article 4. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form as may be necessary to the extent not already stated in this Agreement.

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 with the same or similar professional license practicing in the same or similar locality under the same or similar circumstances at the same or similar time. 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 has identified a representative authorized to act on behalf of the Architect with respect to the Project (see Section 1.1.10) and shall notify the Owner of any changes in writing.

§ 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.

§ 2.5.1 Commercial General Liability as stated in Exhibit Ae.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect 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, as required by Exhibit A.

§ 2.5.3 The Architect may, subject to the requirements of Section 2.5.8 below, 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

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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 as further provided in Exhibit A.

§ 2.5.5 Employers' Liability as provided in Exhibit A.

§ 2.5.6 Professional Liability as provided in Exhibit A.

§ 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 all policies except Professional Liability and Employers Liability to include both Owners as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions, as indicated on Exhibit A. 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 and as indicated in Exhibit A.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner and any other reasonable proof of coverage that evidence compliance with the requirements in this Section 2.5 as requested by the Sandy City Risk Manager. Architect's proof of coverage is subject to review and approval by the Sandy City Risk Manager, whose approval shall not be unreasonably withheld.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

§ 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. This includes submitting documents through hard copy or electronic means and preparing responses to redlines from the governmental authority, as needed.

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall work with the Owner and the CMGC to prepare an estimate of the Cost of the Work prepared in accordance with Section 6.3, that achieves the Owner's budget requirements.

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

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall work with the Owner and the CMGC to update the estimate of the Cost of the Work prepared in accordance with Section 6.3 that achieves the Owner's budget requirements.

§ 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

§ 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 and shall assist the Owner with the Owner's filing of any documents required to obtain government approvals needed for the Project, which work is included in the compensation.

§ 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 work with the Owner and the CMGC to update the estimate for the Cost of the Work prepared in accordance with Section 6.3 that achieves the Owner's budget requirements.

§ 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.

§ 3.4.6 At the appropriate times during the design and procurement phases of the Project, Architect shall incorporate all addenda, alternates, bid clarifications, changes accepted, etc. into the "for construction" set of drawings, as approved by the Owner.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;

- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction as modified by the Owner. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement so long as they are approved by the Architect in writing, which approval shall not be unreasonably withheld. Architect acknowledges that it is unclear at this time whether the Contract for Construction will be entered by Sandy City, Alta Canyon Recreation Special Service District, or both. Architect shall administer the Contract for Construction as provided herein, regardless of which party/parties contract with the CMGC/Contractor.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services and shall act as a representative of the Owner during construction under final payment to the contractor(s), provided that the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period, not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as representative of the Owner, 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. The Architect will coordinate with the structural engineer to review the concrete structural components prior to any structural concrete pours and attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components, if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. However, the Architect shall not have control over or charge of 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 acts or omissions of the contractor, contractor's subcontractor(s), or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.2 The Architect has the authority and responsibility 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. The Architect shall promptly notify the Owner in writing of any nonconforming Work and shall reject such nonconforming Work unless the Owner objects to the rejection in writing after notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to, and the written approval of, the Owner. 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 (as revised), the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce, and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified in accordance with Article 4. Preparation of Change Orders that do not substantially affect the Project shall be included in the compensation stated in Article 11 and at no additional cost to the Owner.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

§3.6.6.6 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion, i.e., during the warranty phase. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this subsection 3.6.6.6 shall survive the acceptance of the Work by the Owner

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/Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Site evaluation and planning	Architect/Owner
§ 4.1.1.4 Building Information Model management responsibilities	Architect
§ 4.1.1.5 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.6 Civil engineering	Architect
§ 4.1.1.7 Landscape design	Architect
§ 4.1.1.8 Architectural interior design	Architect/Owner
§ 4.1.1.9 Value analysis	Not Provided
§ 4.1.1.10 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.11 On-site project representation	Not Provided
§ 4.1.1.12 Conformed documents for construction	Not Provided
§ 4.1.1.13 As-designed record drawings	Architect
§ 4.1.1.14 As-constructed record drawings	Architect
§ 4.1.1.15 Post-occupancy evaluation	Not Provided
§ 4.1.1.16 Facility support services	Not Provided
§ 4.1.1.17 Tenant-related services	Not Provided
§ 4.1.1.18 Architect’s coordination of the Owner’s consultants	Architect, upon request

Init.

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§ 4.1.1.19 Telecommunications/data design	Architect
§ 4.1.1.20 Security evaluation and planning	Not Provided
§ 4.1.1.21 Commissioning	Not Provided
§ 4.1.1.22 Fast-track design services	Not Provided
§ 4.1.1.23 Multiple bid packages	Not Provided
§ 4.1.1.24 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.25 Other services provided by specialty Consultants	TBD
§ 4.1.1.26 Other Supplemental Services	Not Provided except as stated below

§ 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.)

§ 4.1.1.1 Programming.

The Architect will provide programming services.

§ 4.1.1.2 Multiple Preliminary designs.

The Architect will develop up to four (4) preliminary design concepts as deemed necessary.

§ 4.1.1.3 Site evaluation and planning.

The Architect will evaluate the existing site for an appropriate development of new features on the site.

§ 4.1.1.4 Building information Model management responsibilities.

The Architect will manage the Building Information Modeling (BIM) process.

§ 4.1.1.6 Civil engineering.

The Architect will provide

§ 4.1.1.8 Architectural interior design.

The Architect along with the Owner will provide interior design services.

§ 4.1.1.13 As-designed record drawings.

The Architect will provide as-designed record drawings for the project.

§ 4.1.1.14 As-constructed record drawings.

The Architect will provide as-constructed record drawings for the project.

§ 4.1.1.18 Architect’s coordination of the Owner’s consultants.

Upon request, the architect will provide coordination of the Owner’s consultants.

§ 4.1.1.19 Telecommunications/data design.

The Architect will provide telecommunication and data design.

§ 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.)

§ 4.1.1.1 Programming.

The Owner will provide programming services.

Init.

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§ 4.1.1.3 Site evaluation and planning.

The Owner will provide the multiple preliminary designs to the architect.

§ 4.1.1.8 Architectural interior design.

The Owner along with Architect will provide interior design services.

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

§ 4.2 Architect's Additional Services

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

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

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

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

- .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 exceeding the limits set forth below as Additional Services, unless the work is required in order for Architect to perform its obligations under Agreement, including but not limited to, mitigating or preventing an actual or potential breach of this Agreement or breach of the Architect's professional duty of care. 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 Weekly 48 visits to the site by the Architect during construction
- .3 Two (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 Two (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 twenty four (24) months of the date the time services are commenced, through no fault of the Architect, then the Architect will be entitled to request negotiation of the Basic Services Compensation shown in Article 11 and adjustment of the dates required for completion of the remaining Work.

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. These changes must be made in writing and signed by both parties.

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

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

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

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

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

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

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

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

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

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

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect with 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 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;
- .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 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. All right, title and interest, including all rights under federal state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively, "Instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of Service, whether or not the Project for which they may be made is completed, provided that the Architect has been paid for all compensation due under this Agreement for the services completed by the Architect.

§ 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. If Architect will be preparing, drafting, displaying, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then Architect must: Obtain all necessary licenses, authorization, and approvals related to its use; include the Owner in any approval, authorization, or license related to its use; and indemnify and hold harmless the Owner related to Architect's alleged infringing or otherwise improper or unauthorized use. Accordingly, the Architect must protect, indemnify, and hold harmless the Owner from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees and the costs of the defense of the Owner, in any suit, including appeals based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or

as a result of, this contract or the performance by the Architect of any of its activities or obligations under this contract.

§ 7.3. 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. The terms of this Section 7.3. 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 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 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. Any claims by the Owner shall be deemed to accrue only when the Owner has obtained actual knowledge of such claims, not before.

§ 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 covered by such insurance, 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 (as requested). 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 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 litigation; provided that mediation is not a precondition to either party’s right to seek emergency injunctive relief. 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 litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, and the parties shall attempt in good faith to mutually agree upon a date for the mediation and a mediator. In the event that the parties are unable to agree upon a date or mediator, then either party may petition the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement for mediation. The mediation, however determined, shall take place in Salt Lake County. A request for mediation shall be made in writing, delivered to the other party to this Agreement.

§ 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.

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Init.

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- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

Subject to the requirements of Section 8.2, all claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, or the service performed pursuant thereto, shall be decided in such dispute resolution proceedings as the Owner and the Architect shall agree upon in writing, after the dispute arises or, in the absence of such mutual written agreement, by litigation filed in the Third Judicial District Court of Salt Lake County, State of Utah. The parties to this Agreement hereby consent to the personal jurisdiction and to venue of such court to adjudicate such claims, disputes, and other matters in question. Notwithstanding the initiation of any dispute resolution proceedings by either party to this Agreement, the parties shall proceed with the performance of the remaining obligations of this Agreement, unless this Agreement is terminated in accordance with the requirements of this Agreement. If either party to this Agreement commences a dispute resolution proceeding, whether litigation, or otherwise, respecting any dispute or claim between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof or the services performed by Architect pursuant thereto, the prevailing party or parties in such dispute resolution proceeding shall be entitled to recover from the non-prevailing party or parties in such dispute resolution proceeding reasonable attorneys' fees and other reasonably incurred costs and expenses of the successful prosecution or defense of such proceeding. The term "dispute resolution proceeding" as used herein shall be deemed to include, but not be limited to, any appeal from a lower court judgment or order and any proceeding in the United States Bankruptcy Court, whether or not such proceedings involve adversary or contested matters.

§ 8.3 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 or terminates it for convenience under Section 9.5, then the Architect shall be compensated for services performed prior to notice of such suspension. However, the Owner shall not be liable for consequential damages, such as lost profits, associated with a suspension or termination for convenience. If the project is resumed, the Architect's fees for the remaining services and the time schedules shall be adjusted upon submission of a written request to the Owner, assuming it is supported by adequate proof that such an adjustment would be equitable.

§ 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 thirty days' advance written notice.

§ 9.4 Either party may terminate this Agreement upon not less than thirty 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 fifteen days' written notice to the Architect for the Owner's convenience and without cause. In the event that Owner chooses to terminate this project without cause, any notification provided for this type of termination will be referenced "cancellation for convenience".

§ 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 unavoidable costs attributable to termination. Architect shall include a provision in all consultant and subconsultant agreements providing that Owner has the right to terminate for convenience with fifteen days' notice.

§ 9.7

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

§ 9.8 The Owner's rights to use the 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.

§ 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, as may be modified by the Owner therein.

§ 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 receives information specifically designated as "confidential" or "business proprietary," it 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 Architect 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 Architect to defend itself in any dispute. The Architect 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 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

Six and a half percent (6.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, for a total of \$975,000.00.

.3 Other
(Describe the method of compensation)

N/A

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

To be approved in writing by the Owner prior to proceeding with Supplemental Services, which fees shall be calculated based on an estimated the time to perform the work and using the rates set forth in Exhibit D

§ 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.)

To be approved in writing by the Owner prior to proceeding with Additional Services, which fees shall be calculated based on an estimated the time to perform the work and using the rates set forth in Exhibit D.

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

§ 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	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Construction Phase/Administration	Twenty	percent (	20	%)
Total Basic Compensation	One hundred	percent (	100	%)

The dollar amounts corresponding to the above percentages for these phases are as follows:
 Schematic Design – One hundred forty-six thousand two hundred fifty dollars (\$146,250.00),
 Design Development Phase – One hundred ninety-five thousand dollars (\$195,000.00),
 Construction Documents Phase – Four hundred thirty-eight thousand seven hundred fifty dollars (\$438,750.00), and
 Construction/Administration Phase - One hundred ninety-five thousand dollars (\$195,000.00).

The total Basic Compensation also includes the forgoing services as well as post-construction revaluation and reporting under §3.6.6.6 above.

One bid package for the entire scope is included in the Basic Compensation. Owner may, in the interest of time, and in its sole discretion, require that the Architect provide one bid package or two bid packages, i.e., a bid package for preliminary site work and a second bid package for final construction documents. Architect may seek an equitable adjustment to the Basic Compensation if Owner elects to break the scope into two bid packages, which shall not be unreasonably withheld.

Sandy City shall be responsible for paying Architect’s compensation, but Architect acknowledges that the services provided hereunder are for the benefit of both Sandy City and Alta Canyon Recreation Special Service District. Architect further acknowledges that both entities are clients/Owners, that each is contracting with Architect, and that each has the right to enforce this Agreement, jointly or severally.

§ 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, but only if the budget has been confirmed in writing by the Owner and the Owner Representative authorizes an increase in the compensation based on the new budget in writing signed by the Owner Representative. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit D. Because the compensation for Basic Services and Supplemental Services is based on a percentage of the Owner’s budget, Exhibit D only applies where Architect is authorized by Owner to charge an hourly billing rate for an Additional Services or other work expressly authorized by the Owner in writing and signed by the Owner Representative.

§ 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 Authorized out-of-town travel and subsistence;
Project web sites, and extranets if authorized by Owner;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project but only if so directed by Owner (Owner typically pay these costs directly);
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery; and
- .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 (provided that participation in public hearings/meetings may be required and, if so, is included in the compensation without additional charge);

§ 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.)

§ 11.10 Payments to the Architect

§ 11.10.1 Omitted.

§ 11.10.1 Progress Payments

§ 11.10.1.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. For example, if Architect has performed 1/8th of the Basic Services, then Architect may invoice the City for 1/8th of the total fee for the Basic Services. Architect may not submit more than one invoice per month and may not invoice the City for a greater percentage of the services than it has actually completed. Architect shall submit the invoice to the two following emails: Accountspayable@sandy.utah.gov and dmedina@sandy.utah.gov or as otherwise directed by the Owner Representative in writing. Payments are due and payable within thirty (30) days of the Architect’s invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

Prime rate set by the Wallstreet Journal

§ 11.10.1.2 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.

(Paragraphs deleted)

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.1 Indemnification

Architect shall indemnify and hold harmless Sandy City, the Alta Canyon Recreation Special Service District, and their respective officers, officials, board members, and employees (hereafter, "Indemnified Parties") for liability for damages to the extent caused by or resulting from Architect’s breach of contract, negligence, recklessness, or intentional misconduct or caused by or resulting from Architect’s subconsultant’s negligence (hereafter, "Indemnification Obligation") and shall reimburse Indemnified Parties for attorney’s fees and costs incurred due to acts or omissions giving rise to an Indemnity Obligation. These Indemnification Obligations shall survive the termination of this Agreement, subject to the applicable statute of limitations. Architect agrees that this provision is enforceable and not void under Utah Code Section 13-8-7(2).

§ 12.2 Anti-Boycott Certification

By executing this Agreement, Architect makes the certification contained in Exhibit C.

§ 12.3 Conflicts

In the event of a conflict or inconsistency in the documents making up this Agreement, the documents shall govern in the following order: (1) this Agreement, (2) Exhibit A, (3) Exhibit C (4) Exhibit B, (5) any other documents incorporated by reference but not attached as an exhibit.

§ 12.4 Force Majeure

Neither Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, disease, epidemics, quarantines, pandemics, acts of government, a declared state of emergency, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If the performance by either Party of any of its obligations under this Agreement (including making a payment) is prevented by any such circumstances, then such Party shall communicate the situation to the other as soon as possible, and the Parties shall endeavor to limit the impact to the Projects. The Parties agree to mitigate risks to the Projects and personnel, and to amend the Projects period of performance and milestones if possible.

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, as revised.

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

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.)

- Exhibit A – Insurance Requirements
- Exhibit B – Architect’s Proposals dated June 22, 2023, as revised April 30, 2024
- Exhibit C – Anti-Boycott Certification
- Exhibit D – Architect’s rate sheet for Additional Services

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Sandy City Invitation for Bid, including all attachments and amendments thereto.

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

SANDY CITY

DocuSigned by:

Monica Zoltanski

(Signature) 2EEF8CAF412042D...

8/21/2024

VCBO Architecture

DocuSigned by:

[Signature]

(Signature) 89AFECECC82645A...

8/22/2024

By: Monica Zoltanski
Its: Mayor

Attest:

DocuSigned by:

Wendy Downs

(Signature) WENDY DOWNS
City Recorder

By: Brent Tippetts
Its: Principal

ALTA CANYON RECREATION SPECIAL SERVICE DISTRICT

DocuSigned by:

[Signature]

(Signature) 2BD9B8A417C845C...

8/12/2024

By: Zach Robinson
Its: Chair of the Administrative Control Board



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 12:57:25 MT on 07/29/2024.

PAGE 1

AGREEMENT made as of the 25th day of July in the year 2024

...

BETWEEN the Architect's ~~client identified as the Owner~~; clients identified as the "Owners" or, collectively, as the "Owner":

(Name, legal status, address and other information)

Sandy City
10000 Centennial Parkway
Sandy City, Utah 84070

Alta Canyon Recreation Special Service District
9565 S. Highland Drive
Sandy, Utah 84092

...

VCBO Architecture
C/O Brent Tippets, Principal
524 South 600 East
Salt Lake City, UT 84102

...

Alta Canyon Recreation Center Phase 1 Design & Contract Administration

PAGE 2

N/A

...

Design for Alta Canyon Recreation Center Phase 1, which includes replacing the existing indoor recreation center (located at 9565 S Highland Drive, Sandy, Utah) with a double-wide gymnasium, which will feature an elevated walking path, offices for recreation staff, a fitness studio, and associated amenities such as locker space, equipment rooms, and storage. The design for Phase 1 shall also include the office space and associated amenities for the Parks & Recreation Department of Sandy City. While the existing pool will stay in place during Phase 1, the existing pool equipment room and pool equipment will need to be replaced in the new indoor facility to support the existing outdoor pool. In addition, Architect's scope of work for Phase 1 shall include creating a concept plan for the rest of the site north of the detention pond portion of the park.

This Agreement contemplates design projects for Sandy City and the Alta Canyon Recreation Special Service District concerning a new indoor recreation center; the precise location of the new indoor recreation center has not yet been determined, and therefore, both Sandy City and Alta Canyon Recreation Special Service District are "Owners" under this Agreement.

PAGE 3

Fixed limit of construction is Fifteen Million Dollars (\$15,000,000.00).

...

Conceptual drawings due by September 15, 2024—this date is firm. Remaining design work, e.g., Schematic Design Set, Design Development Sets, and Construction Documents, is due by February 13, 2025. Owner will engage a CMGC (defined below) in the fall of 2024, after which Architect shall work diligently with the CMGC to meet this February 13, 2025, milestone so that CMGC can engage its subcontractors, establish a Guaranteed Maximum Price, and timely commence construction by May 15, 2025. Time is of the essence.

...

Anticipated to be May 15, 2025, or upon issuance of a Notice to Proceed to the CMGC, whichever is later

...

Anticipated to be July 15, 2026, or 14-months from Notice to Proceed to CMGC, whichever is later

...

N/A

...

Owner anticipates hiring a Construction Manager/General Contractor ("CMGC") for the project during the early stages of design in order to increase efficiencies during both the design and construction phases of the Project. The terms CMGC and Contractor are used synonymously in this Agreement.

...

Building design to meet all local energy code requirements. No sustainable certification is being pursued.

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

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

Dan Medina, Director of Parks and Recreation Department
Sandy City
801-568-2911
440 East 8680 South
Sandy, Utah 84070
dmedina@sandy.utah.gov
Zach Robinson, Board Chair
Alta Canyon Recreation Special Service District

C/O Sandy City Council Office
10000 S. Centennial Parkway
Sandy, Utah 84070
zrobinson@sandy.utah.gov

PAGE 4

N/A

...

Geotechnical work has been completed. TBD whether additional geotechnical work will be required.

...

TBD

...

Survey Engineer – TBD

...

Brent Tippets, Principal
btippets@vcbo.com
801.575.8800
VCBO Architecture
524 South 600 East
Salt Lake City, Utah 84102

...

ARW Engineers
1594 Park Circle
Ogden, UT 84404

...

WHW Engineering, LLC.
8619 So. Sandy Pkwy. #101
Sandy, UT 84070

.3 Electrical Engineer:

Envision Engineering, Inc.
240 East Morris Ave. Ste. 200
Salt Lake City, UT 84115

.4 Landscape Architect:

Arcsitio Design, Inc.
1058 E. 2100 S.
Salt Lake City, UT 84106

PAGE 5

TBD. Will be addressed through an Amendment signed by the Mayor of Sandy City at a later date if the need arises.

...

N/A

~~§ 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~~ may negotiate appropriate adjustments to the Architect’s services, schedule for the Architect’s services, and the Architect’s ~~compensation.~~ compensation in accordance with Section 3.6.5 and Article 4. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

~~§ 1.3~~ The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital ~~form.~~ form as may be necessary to the extent not already stated in this Agreement.

~~§ 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.

§ 2.1 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,~~ 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 with the same or similar professional license practicing in the same or similar locality under the same or similar ~~circumstances.~~ circumstances at the same or similar time. 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~~ has identified a representative authorized to act on behalf of the Architect with respect to the ~~Project.~~ Project (see Section 1.1.10) and shall notify the Owner of any changes in writing.

...

§ 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 (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage as stated in Exhibit A.~~

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect ~~with policy limits of not less than (\$) 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.~~ coverage, as required by Exhibit A.

§ 2.5.3 The Architect ~~may~~ may, subject to the requirements of Section 2.5.8 below, 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 as further provided in Exhibit A.~~

§ 2.5.5 Employers’ Liability ~~with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit as provided in Exhibit A.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate as provided in Exhibit A.

§ 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~~ all policies except Professional Liability and Employers Liability to include both Owners as an additional insured for claims caused in whole or in part by the Architect's negligent acts or ~~omissions~~ omissions, as indicated on Exhibit A. 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~~ operations and as indicated in Exhibit A.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner and any other reasonable proof of coverage that evidence compliance with the requirements in this ~~Section 2.5~~ Section 2.5 as requested by the Sandy City Risk Manager. Architect's proof of coverage is subject to review and approval by the Sandy City Risk Manager, whose approval shall not be unreasonably withheld.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. This includes submitting documents through hard copy or electronic means and preparing responses to redlines from the governmental authority, as needed.

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§ 3.2.6 The Architect shall ~~submit to the Owner~~ work with the Owner and the CMGC to prepare an estimate of the Cost of the Work prepared in accordance with ~~Section 6.3~~ Section 6.3, that achieves the Owner's budget requirements.

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

...

§ 3.3.2 The Architect shall ~~work with the Owner and the CMGC to~~ update the estimate of the Cost of the Work prepared in accordance with ~~Section 6.3~~ Section 6.3 that achieves the Owner's budget requirements.

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§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Documents and shall assist the Owner with the Owner's filing of any documents required to obtain government approvals needed for the Project, which work is included in the compensation.

§ 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~~ Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall ~~work with the Owner and the CMGC to~~ update the estimate for the Cost of the Work prepared in accordance with ~~Section 6.3~~ Section 6.3 that achieves the Owner's budget requirements.

...

§ 3.4.6 At the appropriate times during the design and procurement phases of the Project, Architect shall incorporate all addenda, alternates, bid clarifications, changes accepted, etc. into the "for construction" set of drawings, as approved by the Owner.

PAGE 9

§ 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.~~ Construction as modified by the Owner. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement so long as they are approved by the Architect in writing, which approval shall not be unreasonably withheld. Architect acknowledges that it is unclear at this time whether the Contract for Construction will be entered by Sandy City, Alta Canyon Recreation Special Service District, or both. Architect shall administer the Contract for Construction as provided herein, regardless of which party/parties contract with the CMGC/Contractor.

§ 3.6.1.2 ~~The Architect shall advise and consult with the Owner during the Construction Phase Services. The Services and shall act as a representative of the Owner during construction under final payment to the contractor(s), provided that the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period, 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.~~

...

§ 3.6.2.1 ~~The Architect~~ Architect, as representative of the Owner, 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. The Architect will coordinate with the structural engineer to review the concrete structural components prior to any structural concrete pours and attend, as the Owner’s representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components, if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. However, the Architect shall not have control over or charge of 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 acts or omissions of the contractor, contractor’s subcontractor(s), or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.2 The Architect has the authority and responsibility 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. The Architect shall promptly notify the Owner in writing of any nonconforming Work and shall reject such nonconforming Work unless the Owner objects to the rejection in writing after notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to, and the written approval of, the Owner. 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.

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§ 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, A201-2017 (as revised), the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

PAGE 11

§ 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. If necessary, the Architect shall prepare, reproduce, and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified in accordance with Article 4. Preparation of Change Orders that do not substantially affect the Project shall be included in the compensation stated in Article 11 and at no additional cost to the Owner.

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§3.6.6.6 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion, i.e., during the warranty phase. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this subsection 3.6.6.6 shall survive the acceptance of the Work by the Owner

...

§ 4.1.1.1 Programming	<u>Architect/Owner</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 § 4.1.1.3 Site evaluation and planning	<u>Architect/Owner</u>
§ 4.1.1.6 § 4.1.1.4 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7 § 4.1.1.5 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 § 4.1.1.6 Civil engineering	<u>Architect</u>
§ 4.1.1.9 § 4.1.1.7 Landscape design	<u>Architect</u>
§ 4.1.1.10 § 4.1.1.8 Architectural interior design	<u>Architect/Owner</u>
§ 4.1.1.11 § 4.1.1.9 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 § 4.1.1.10 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 § 4.1.1.11 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 § 4.1.1.12 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 § 4.1.1.13 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 § 4.1.1.14 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.17 § 4.1.1.15 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 § 4.1.1.16 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 § 4.1.1.17 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 § 4.1.1.18 Architect’s coordination of the Owner’s consultants	<u>Architect, upon request</u>
§ 4.1.1.21 § 4.1.1.19 Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22 § 4.1.1.20 Security evaluation and planning	<u>Not Provided</u>

§ 4.1.1.23 § 4.1.1.21 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 § 4.1.1.22 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 § 4.1.1.23 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 § 4.1.1.24 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 § 4.1.1.25 Other services provided by specialty Consultants	<u>TBD</u>
§ 4.1.1.26 Other Supplemental Services	<u>Not Provided except as stated below</u>
§ 4.1.1.30 Other Supplemental Services	

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§ 4.1.1.1 Programming.

The Architect will provide programming services.

§ 4.1.1.2 Multiple Preliminary designs.

The Architect will develop up to four (4) preliminary design concepts as deemed necessary.

§ 4.1.1.3 Site evaluation and planning.

The Architect will evaluate the existing site for an appropriate development of new features on the site.

§ 4.1.1.4 Building information Model management responsibilities.

The Architect will manage the Building Information Modeling (BIM) process.

§ 4.1.1.6 Civil engineering.

The Architect will provide

§ 4.1.1.8 Architectural interior design.

The Architect along with the Owner will provide interior design services.

§ 4.1.1.13 As-designed record drawings.

The Architect will provide as-designed record drawings for the project.

§ 4.1.1.14 As-constructed record drawings.

The Architect will provide as-constructed record drawings for the project.

§ 4.1.1.18 Architect’s coordination of the Owner’s consultants.

Upon request, the architect will provide coordination of the Owner’s consultants.

§ 4.1.1.19 Telecommunications/data design.

The Architect will provide telecommunication and data design.

...

§ 4.1.1.1 Programming.

The Owner will provide programming services.

§ 4.1.1.3 Site evaluation and planning.

The Owner will provide the multiple preliminary designs to the architect.

§ 4.1.1.8 Architectural interior design.

The Owner along with Architect will provide interior design services.

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~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing; hearing [Omitted];~~

...

~~.9 Evaluation of the qualifications of entities providing bids or proposals; [Omitted]; or,~~

~~.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~

~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's ~~notice~~ notice at the rates attached to this Agreement in Exhibit D, provided they were reasonably justified.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. ~~Services, unless the work is required in order for Architect to perform its obligations under Agreement, including but not limited to, mitigating or preventing an actual or potential breach of this Agreement or breach of the Architect's professional duty of care.~~ 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 (—) Weekly 48 visits to the site by the Architect during construction~~
- ~~.3 (—) Two (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 (—) Two (2) inspections for any portion of the Work to determine final completion.~~

...

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(—) twenty four (24) months of the date of this Agreement, the time services are commenced, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services; then the Architect will be entitled to request negotiation of the Basic Services Compensation shown in Article 11 and adjustment of the dates required for completion of the remaining Work.~~

...

§ 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. These changes must be made in writing and signed by both parties.

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

...

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial ~~Information~~, 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.

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§ 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. All right, title and interest, including all rights under federal state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively, "Instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of Service, whether or not the Project for which they may be made is completed, provided that the Architect has been paid for all compensation due under this Agreement for the services completed by the Architect.

~~**§ 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.~~

§ 7.2 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. If Architect will be preparing, drafting, displaying, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then Architect must: Obtain all necessary licenses, authorization, and approvals related to its use; include the Owner in any approval, authorization, or license related to its use; and indemnify and hold harmless the Owner related to Architect's alleged infringing or otherwise improper or unauthorized use. Accordingly, the Architect must protect, indemnify, and hold harmless the Owner from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees and the costs of the defense of the Owner, in any suit, including appeals based upon or

arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the Architect of any of its activities or obligations under this contract.

§ 7.3. 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. The terms of this Section 7.3. shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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§ 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. Any claims by the Owner shall be deemed to accrue only when the Owner has obtained actual knowledge of such claims, not before.

§ 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, damages covered by such insurance,~~ 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. Construction~~ (as requested). 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.

...

§ 8.2.1 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. litigation;~~ provided that mediation is not a precondition to either party’s right to seek emergency injunctive relief. 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. litigation.~~

§ 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 and the parties shall attempt in good faith to mutually agree upon a date for the mediation and a mediator. In the event that the parties are unable to agree upon a date or mediator, then either party may petition~~ the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this ~~Agreement. Agreement~~ for mediation. The mediation, however determined, shall take place in Salt Lake County. 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. Agreement.~~

§ 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.~~

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[] 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. Subject to the requirements of Section 8.2, all claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, or the service performed pursuant thereto, shall be decided in such dispute resolution proceedings as the Owner and the Architect shall agree upon in writing, after the dispute arises or, in the absence of such mutual written agreement, by litigation filed in the Third Judicial District Court of Salt Lake County, State of Utah. The parties to this Agreement hereby consent to the personal jurisdiction and to venue of such court to adjudicate such claims, disputes, and other matters in question. Notwithstanding the initiation of any dispute resolution proceedings by either party to this Agreement, the parties shall proceed with the performance of the remaining obligations of this Agreement, unless this Agreement is terminated in accordance with the requirements of this Agreement. If either party to this Agreement commences a dispute resolution proceeding, whether litigation, or otherwise, respecting any dispute or claim between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof or the services performed by Architect pursuant thereto, the prevailing party or parties in such dispute resolution proceeding shall be entitled to recover from the non-prevailing party or parties in such dispute resolution proceeding reasonable attorneys' fees and other reasonably incurred costs and expenses of the successful prosecution or defense of such proceeding. The term "dispute resolution proceeding" as used herein shall be deemed to include, but not be limited to, any appeal from a lower court judgment or order and any proceeding in the United States Bankruptcy Court, whether or not such proceedings involve adversary or contested matters.~~

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

~~§ 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.

...

~~§ 9.2~~ If the Owner suspends the Project, Project or terminates it for convenience under Section 9.5, then 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 However, the Owner shall not be liable for consequential damages, such as lost profits, associated with a suspension or termination for convenience. If the project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted. be adjusted upon submission of a written request to the Owner, assuming it is supported by adequate proof that such an adjustment would be equitable.

~~§ 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'~~ thirty days' advance written notice.

~~§ 9.4~~ Either party may terminate this Agreement upon not less than ~~seven~~ thirty 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~~ fifteen days' written notice to the Architect for the Owner's convenience and without cause. In the event that Owner chooses to terminate this project without cause, any notification provided for this type of termination will be referenced "cancellation for convenience".

~~§ 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.~~ unavoidable costs attributable to termination. Architect shall include a provision in all consultant and subconsultant agreements providing that Owner has the right to terminate for convenience with fifteen days' notice.

~~§ 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:

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

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. The Owner's rights to use the s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

~~§ 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.~~

~~§ 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. Construction, as may be modified by the Owner therein.~~

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~~§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party it 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 Architect 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 Architect to defend itself in any dispute. The receiving party Architect 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.~~

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N/A

...

~~(~~→~~) Six and a half percent (6.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section ~~11.6.11.6~~, for a total of \$975,000.00.~~

...

N/A

...

To be approved in writing by the Owner prior to proceeding with Supplemental Services, which fees shall be calculated based on an estimated the time to perform the work and using the rates set forth in Exhibit D

...

To be approved in writing by the Owner prior to proceeding with Additional Services, which fees shall be calculated based on an estimated the time to perform the work and using the rates set forth in Exhibit D.

~~§ 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 percent (~~→~~ %), ten percent (10%), or as follows:~~

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty-five</u>	percent (	<u>45</u>	%)
Procurement Phase		percent (%)
Construction Phase/Administration	<u>Twenty</u>	percent (	<u>20</u>	%)
<hr/>				
Total Basic Compensation	one <u>One</u> hundred	percent (	100	%)

The dollar amounts corresponding to the above percentages for these phases are as follows:
Schematic Design – One hundred forty-six thousand two hundred fifty dollars (\$146,250.00),
Design Development Phase – One hundred ninety-five thousand dollars (\$195,000.00),
Construction Documents Phase – Four hundred thirty-eight thousand seven hundred fifty dollars (\$438,750.00), and
Construction/Administration Phase - One hundred ninety-five thousand dollars (\$195,000.00).

The total Basic Compensation also includes the forgoing services as well as post-construction revaluation and reporting under §3.6.6.6 above.

One bid package for the entire scope is included in the Basic Compensation. Owner may, in the interest of time, and in its sole discretion, require that the Architect provide one bid package or two bid packages, i.e., a bid package for preliminary site work and a second bid package for final construction documents. Architect may seek an equitable adjustment to the Basic Compensation if Owner elects to break the scope into two bid packages, which shall not be unreasonably withheld.

Sandy City shall be responsible for paying Architect’s compensation, but Architect acknowledges that the services provided hereunder are for the benefit of both Sandy City and Alta Canyon Recreation Special Service District. Architect further acknowledges that both entities are clients/Owners, that each is contracting with Architect, and that each has the right to enforce this Agreement, jointly or severally.

§ 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. Work, but only if the budget has been confirmed in writing by the Owner and the Owner Representative authorizes an increase in the compensation based on the new budget in writing signed by the Owner Representative. 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.

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§ 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.

...

See Exhibit D. Because the compensation for Basic Services and Supplemental Services is based on a percentage of the Owner’s budget, Exhibit D only applies where Architect is authorized by Owner to charge an hourly billing rate for an Additional Services or other work expressly authorized by the Owner in writing and signed by the Owner Representative.

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

...

- ~~.1~~ Transportation and authorized Authorized out-of-town travel and subsistence;
- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Project web sites, and extranets if authorized by Owner;

.3 ~~Permitting and other fees required by authorities having jurisdiction over the Project;~~Project but only if so directed by Owner (Owner typically pay these costs directly);

...

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.5 Postage, handling, and delivery; and

.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, Project (provided that participation in public hearings/meetings may be required and, if so, is included in the compensation without additional charge);~~

~~.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 ~~percent (—%)~~ ten percent (10%) of the expenses incurred.

...

§ 11.10.1 Omitted.

§ 11.10.1 Initial-Progress 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. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. For example, if Architect has performed 1/8th of the Basic Services, then Architect may invoice the City for 1/8th of the total fee for the Basic Services. Architect may not submit more than one invoice per month and may not invoice the City for a greater percentage of the services than it has actually completed. Architect shall submit the invoice to the two following emails: Accountspayable@sandy.utah.gov and dmedina@sandy.utah.gov or as otherwise directed by the Owner Representative in writing. Payments are due and payable within thirty (30) days of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)~~

Prime rate set by the Wallstreet Journal

§ 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. 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 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 (—) 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.)

—%

§ 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.

§ 11.10.1.3 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.

...

§ 12.1 Indemnification

Architect shall indemnify and hold harmless Sandy City, the Alta Canyon Recreation Special Service District, and their respective officers, officials, board members, and employees (hereafter, "Indemnified Parties") for liability for damages to the extent caused by or resulting from Architect's breach of contract, negligence, recklessness, or intentional misconduct or caused by or resulting from Architect's subconsultant's negligence (hereafter, "Indemnification Obligation") and shall reimburse Indemnified Parties for attorney's fees and costs incurred due to acts or omissions giving rise to an Indemnity Obligation. These Indemnification Obligations shall survive the termination of this Agreement, subject to the applicable statute of limitations. Architect agrees that this provision is enforceable and not void under Utah Code Section 13-8-7(2).

§ 12.2 Anti-Boycott Certification

By executing this Agreement, Architect makes the certification contained in Exhibit C.

§ 12.3 Conflicts

In the event of a conflict or inconsistency in the documents making up this Agreement, the documents shall govern in the following order: (1) this Agreement, (2) Exhibit A, (3) Exhibit C (4) Exhibit B, (5) any other documents incorporated by reference but not attached as an exhibit.

§ 12.4 Force Majeure

Neither Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, disease, epidemics, quarantines, pandemics, acts of government, a declared state of emergency, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If the performance by either Party of any of its obligations under this Agreement (including making a payment) is prevented by any such circumstances, then such Party shall communicate the situation to the other as soon as possible, and the Parties shall endeavor to limit the impact to the Projects. The Parties agree to mitigate risks to the Projects and personnel, and to amend the Projects period of performance and milestones if possible.

PAGE 24

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 ~~Building Information Modeling Exhibit, if completed: Architect, as revised.~~

N/A

...

N/A

[] 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.)

Exhibit A – Insurance Requirements

Exhibit B – Architect’s Proposals dated June 22, 2023, as revised April 30, 2024

Exhibit C – Anti-Boycott Certification

Exhibit D – Architect’s rate sheet for Additional Services

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

Sandy City Invitation for Bid, including all attachments and amendments thereto.

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

SANDY CITY
PAGE 25

VCBO Architecture

OWNER (Signature)

ARCHITECT (Signature)

By: Monica Zoltanski
Its: Mayor

By: Brent Tippetts
Its: Principal

(Printed name and title)

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

ALTA CANYON RECREATION SPECIAL SERVICE DISTRICT

(Signature)

By: Zach Robinson
Its: Chair of the Administrative Control Board

Exhibit A

EXHIBIT "A"
INSURANCE and INDEMNIFICATION REQUIREMENTS FOR
PARTIES CONTRACTING WITH SANDY CITY & ALTA CANYON RECREATION SPECIAL
SERVICE DISTRICT FOR:
LIST TITLE OF SERVICE BEING PROVIDED
ALTA CANYON RECREATION CENTER DESIGN

Contracting Party, at its own cost and expense, shall procure and maintain the insurance coverages set forth below which cover the activities it, its employees, agents, representatives and subcontractors conduct pursuant to the terms of the attached Agreement.

A. MINIMUM LIMITS OF INSURANCE

Contracting Party shall maintain limits no less than:

COMMERCIAL GENERAL LIABILITY: \$2,000,000 combined single limit per occurrence, personal injury and property damage. \$4,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better). Coverages shall include Contractual Liability, Personal Injury, Premises-Operations, Products-Completed Operations, Independent Contractors and Subcontractors Fire Legal Liability, and when appropriate, coverages for explosion, collapse, underground (XCU) hazards. Policies shall be written on an "occurrence" basis.

PROFESSIONAL LIABILITY: \$2,000,000 with respect to any damage caused by an error, omission or any negligent act. "Tail" coverage shall be required at the completion of this contract for a period of 24 months. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the pertinent contract with Sandy City/Alta Canyon Recreation Special Service District.

AUTOMOBILE LIABILITY: Insurance which meets the requirements of Utah law.

WORKERS' COMPENSATION and EMPLOYERS LIABILITY: Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$1,000,000 for each: accident, disease, employee.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% limit of policy must be declared to and approved by Sandy City's Risk Manager. At the option of Sandy City's Risk Manager, either; (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, Alta Canyon Recreation Special Service District, and their respective officers, officials board members, and employees; or (2) Contracting Party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting Party shall agree to disclose to Sandy City and Alta Canyon Recreation Special Service District all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. On all policies of insurance except Professional Liability and Employers Liability:

A. Sandy City, Alta Canyon Recreation Special Service District, and their respective officers, officials, board members, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the Contracting Party; products and completed operations of the Contracting Party; premises owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, Alta Canyon Recreation Special Service District, or their respective board members, officers, officials, employees or volunteers.

B. Contracting Party's insurance coverages shall be a primary insurance as respects to Sandy City, Alta Canyon Recreation Special Service District, and their respective officers, officials, board members, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, Alta Canyon Recreation Special Service District, or their officers, officials, employees, board members, or volunteers shall be in excess of the Contracting Party's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, Alta Canyon Recreation Special Service District and their respective officers, officials, board members, employees or volunteers.

D. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

II. Commercial General Liability Policies, including the *Other Insurance Provisions* in this exhibit, shall be maintained for two (2) years after the project is completed or contract is terminated, whichever is longer.

III. Waiver of Subrogation. Contracting Party waives, and must require (by endorsement or otherwise) all its insurers to waive, subrogation rights against Sandy City, Alta Canyon Recreation Special Service District, and other additional insureds for losses insured under the insurance policies required by the Agreement, or that would have been insured by the required insurance policies if the Contracting Party fails to maintain the required insurance policies. The waiver must apply to all deductibles and/or self-insured retentions applicable to the insurance maintained by the Contracting Party.

IV. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Sandy City.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by Sandy City's Risk Manager.

F. VERIFICATION OF COVERAGE

Contracting Party shall furnish the Sandy City Risk Manager with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City Risk Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting Party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Exhibit B



Martin Jensen
Sandy City
10000 S Centennial Pkwy
Sandy, UT 84070

RE: Alta Canyon Sports Center
Fee Proposal

April 30, 2024

Martin,

We are pleased to hear Sandy City's interest in working with VCBO on the Alta Canyon Sports Center, and we are grateful for the opportunity to be considered for the project. Below, we have outlined our revised fee proposal for the adjusted scope.

Project Understanding and Scope

Sandy City is looking to replace the existing indoor recreation center while initially leaving the existing pool in place. Sandy City is requesting that the project be broken into multiple phases to accommodate funding. Anticipated Phase I facilities will include a double-wide gymnasium, offices for recreation staff, a fitness studio, and associated amenities such as locker space, equipment rooms, and storage. Additionally, the existing pool equipment room and pool equipment will need to be replaced in the new indoor facility to support the existing outdoor pool. It is anticipated the construction budget for Phase I is \$15,000,000.00.

Initial planning will include the amenities described above with layouts and planning for additional amenities and features that would be added at an undetermined time in the future.

Fee

Based on the project understanding, VCBO Architecture proposes a Phase I fee of 6.25% of construction costs. Based on a \$15,000,000.00 construction budget, the fee would be broken down as follows:

- Schematic Design \$146,250.00
- Design Development \$214,500.00
- Construction Documents \$390,000.00
- Bidding & Contractor Negotiation \$29,250.00
- Construction Administration \$195,000.00

Scope of Services

A. Schematic Design:

1. Develop conceptual site plan
2. Develop conceptual floor plans
3. Develop conceptual pool plans
4. Develop conceptual building elevations
5. Develop conceptual building sections

6. Prepare initial building code analysis
7. Meet with owner on regular basis
8. Develop future development alternatives
9. Perform assessment of existing pool
10. Limited Public Engagement

B. Design Development Phase:

1. Develop overall site plan
2. Show extent and type of paved areas
3. Develop building floor plans
 - a. Show wall thicknesses
 - b. Show door swings
 - c. Establish building grid
 - d. Show "in contract" furniture, fixtures and equipment
4. Develop building elevations
5. Develop building cross sections
6. Develop footing & foundation plans
7. Develop pool and pool piping plans
8. Develop structural framing plans
9. Develop structural schedules
10. Develop mechanical plans w/ mechanical room layouts, ductwork and piping runs shown
11. Develop mechanical schedules
12. Develop plumbing plans showing fixtures and piping runs
13. Develop electrical plans showing system wiring devices w/ layouts of electrical and communication rooms
14. Prepare color and materials board
15. Meet with owner on a regular basis

C. Construction Documents Phase:

1. Develop a comprehensive set of technical documents that will be used for bidding and construction purposes including the following:

Demolition:

Develop demolition bid package, as needed, for demolition of existing structures and features, including drawings and specifications.

Architectural:

- a. Site Plan
- b. Floor Plans
- c. Building Elevations
- d. Building Sections
- e. Wall Sections
- f. Stair Plans and Sections

- g. Interior Finishes and schedules
- h. Door & Window Types and Schedules
- i. Reflected Ceiling Plans
- j. Construction Details
- k. Summary of Building Code
- l. Project Specifications in CSI format sections 2 – 14

Structural:

- a. Structural Notes
- b. Footing & Foundation Plans
- c. Floor & Roof Framing Plans
- d. Structural Details
- e. Structural Schedules
- f. Structural Calculations

Mechanical:

- a. Mechanical Plans
- b. Mechanical Room equipment layouts
- c. Mechanical schedules & details
- d. Plumbing Plans
- e. Plumbing schedules & details
- f. Project Specifications in CSI format section 15
- g. Develop performance specification for Automatic Fire Sprinkler system
- h. Energy Calculations

Electrical:

- a. Power Plans
- b. Lighting Plans
- c. Lighting fixture schedules
- d. Fire Alarm plans
- e. Project Specifications in CSI format section 16

Civil:

- a. Grading Plans for on-site
- b. Utility plans for on-site
- c. Site details

Pool:

- a. Dimensioned pool plans
- b. Pool piping & equipment plans
- c. Pool equipment schedules

D. Approvals:

1. Identify all appropriate building codes and standards
2. Assist Sandy City with approvals for all governing jurisdictions.
3. Provide drawings and specifications for the contractor to submit to Sandy City for a building permit

E. Bidding/Negotiation Phase:

1. Issue construction Documents with Electronic copies
2. Prepare and Issue Addenda
3. Respond to Bidder Questions
4. Review and respond to prior approvals
5. Assist with Bid Opening
6. Attend pre-bid conference if necessary

F. Construction Administration Phase:

1. Respond to contractor RFI's
2. Issue clarification
3. Review submittals and shop drawings
4. Conduct and/or participate in regular construction meetings
5. Perform regular construction observations
6. Prepare and issue change orders
7. Review contractors monthly progress payments
8. Perform site visits/observations at regular intervals

G. Project Closeout:

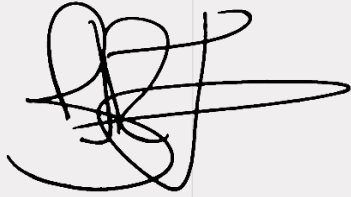
1. Assist owner, project manager and contractor in the development of a Punch List
2. Prepare and distribute Certificate of Substantial Completion
3. Review O&M Manuals for completeness and content
4. Review contractors "As-Built" drawings for completeness & content
5. Recommend final payment to contractor

Excluded Services

- Geotechnical Engineering
- ALTA survey
- Environmental analysis
- Landscape Design

We hope our revised fee meets your needs. If you have any questions or wish to discuss our proposed fee further, please do not hesitate to reach out. Thank you for the opportunity to propose our services, and we hope to work with you and the City on this important project.

Sincerely,

A handwritten signature in black ink, appearing to be 'Brent Tippetts', with a long horizontal stroke extending to the right.

Brent Tippetts
Principal | VCBO Architecture
btippetts@vcbo.com | 801.575.8800



Dan Medina
Parks and Recreation Director
Sandy City
10,000 South Centennial Parkway
Sandy, UT 84070

Re: Alta Canyon Sports Center

22 June 2023

Dear Mr. Medina,

Our goal at VCBO Architecture is to provide the best value for the design of the Alta Canyon Sports Center. We have formulated a fee proposal that balances quality service and cost. We want the project to produce a win-win result. Our approach is to maximize the services provided. We believe that with our in-depth recreation experience, we can save Sandy City substantial costs in construction along with future operational and maintenance expenses.

Regarding recreation facilities, quality versus economy should be the highest priority. VCBO prides itself on delivering the highest level of quality in design and detail.

TITLE	HOURLY RATE
Principal in Charge	\$220.00
Project Manager/Architect	\$175.00
Project Designer/Interior Designer	\$135.00
Project Coordinator	\$120.00
BIM Technician	\$100.00
Graphic Designer/Rendering Specialist	\$120.00
Project Assistant	\$65.00

Base Fee: Architectural, Structural, Mechanical, Electrical, Landscape, and Civil Design:
5.75% of construction costs

Geotechnical Engineering
ALTA Survey

Lump Sum = \$13,000
Lump Sum = \$9,500

We look forward to speaking with you in more detail regarding the project's needs and fees.

Sincerely,

Brent Tippetts, AIA
Principal in Charge
btippetts@vcbo.com | 801.575.8800

VCBO[®]

ARCHITECTURE

SERVICES



PROPOSAL

Alta Canyon Sports Center

For Sandy City
Project No. 0117



- 03 Cover Letter**
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- 29 Staff Availability**
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Cover Letter



RE: Alta Canyon Sports Center
Architecture Services

22 June 2023

Dan Medina
Parks and Recreation Director

10,000 South Centennial Pkwy
Sandy, UT 84070

Dear Selection Committee,

It is my privilege to submit our qualifications for the planning and design of the new Alta Canyon Sports Center. VCBO is a Utah-based architecture firm specializing in sports, recreation and aquatics facilities. Over the course of 50 years, we have designed over 70 recreation projects of similar scope to the Alta Canyon Sports Center.

Reviewing the existing facility, site, and programming, with an understanding of the community and staff's vision, we believe that our team will provide the best value and solutions to Sandy City and residents.

We have just finished the design of the Marshall N. White Recreation Center in Ogden which is also an on-site replacement of an existing public recreation facility. It includes many of the same components proposed for the Alta Canyon Sports Center.

Additionally, our local experience includes the design of the recreation centers in Spanish Fork, Springville,

Provo, Dimple Dell, Bountiful, Park City, Heber, and Kamas. I am confident that you will not find a more prepared and qualified firm or team than that of VCBO.

As principal architect, I have dedicated the majority of my professional career to public recreation and am proud to present our team and approach for your consideration. We believe our qualifications demonstrate that no other team has the depth of specific experience or specific expertise that our team will provide.

Our core value is to create spaces that allow individuals, families, and communities to thrive. There is no greater opportunity for us to achieve this goal than through the Alta Canyon Sports Center!

Respectfully,

A handwritten signature in black ink, appearing to read 'Brent Tippets', written over a white background.

Brent Tippets, AIA
Principal in Charge
btippets@vcbo.com | 801.575.8800

Firm Expertise

Firm Expertise



VCBO Architecture

FOUNDED: 1973

NUMBER OF EMPLOYEES: 100+

YEARS OF EXPERIENCE: 50

Since 1973, VCBO has delivered impeccable design, performance, innovation, and dedication to our clients. As a top architectural firm in the region, with over 100 employees, we actively contribute to the built environment through meaningful projects. With an inspired office environment, VCBO attracts and nurtures innovation, accuracy, comprehensive thinking, and design talent. Our strong relationships with industry experts have led to hundreds of successful sports and recreation facilities that are beloved by local communities.

Our Philosophy

Over our 50 years of experience, we have found that spaces that are beloved by the community are ultimately the most successful. We are firm believers in the community outreach process. When a community has the opportunity to help shape their environment, it fosters community pride and results in enduring projects that solve real-world needs.

Our dedication to human-centric design extends from the heart of our offices, to the clients we work with, and ultimately the environments we help shape. Through close collaboration with our clients, we design spaces that become deeply woven into the fabric of a community, resulting in structures and spaces for people to thrive.

(HQ) SLC

524 South 600 East
Salt Lake City, UT 84102

STG

20 N. Main Street, Suite 103
St. George, UT 84770



Climbing Wall & Suspended Track - Freestone Recreation Center

70+ Sports, Recreation & Community Facilities

Our experience in recreation design spans the western United States, featuring some of the most successful, progressive, and economically viable facilities in the country. With a modern approach to building design and program offerings, our experience demonstrates our unmatched capacity for building exceptional spaces for community play and engagement.

For People to Thrive

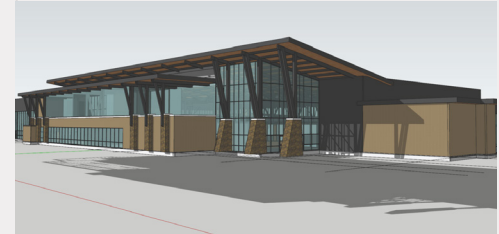
VCBO has more than 30 years of experience designing recreation, aquatics, and sports facilities. Principal in Charge Brent Tippets has dedicated the majority of his career to this specialty, leading numerous feasibility studies, master plans, and designs for approximately 100 recreation projects, 75 pools, and 60 sports & athletic centers. Our team members actively participate in key industry organizations, including NRPA, URPA, Athletic Business, and NIRSA, which provides them with relevant industry knowledge that will prove valuable in the design of the new Alta Canyon Sports Center.



Spin Room - Springville (Clyde) Recreation Center

Comprehensive Community & Recreation Centers

- **American Fork Recreation Center Feasibility Study & Master Plan**
- Apache Junction Multi-generational/ Rec Center
- Austin Aquatics and Sports Academy
- B.E.A.R. Center
- Bear River High School Natatorium Renovation
- Box Elder High School Natatorium Renovation
- Brigham Young University Richards Building Competition Pools
- Brigham Young University Athletic Facilities Master Plan
- Brigham Young University Indoor Practice Facility
- Brigham Young University Student Athlete Center
- Bullhead Recreation and Aquatic Center Feasibility Study
- Carbon County Recreation Center Program
- Carson City Recreation Center
- Casper Aquatics Center
- Clearfield Recreation Center Feasibility Study
- **Dimple Dell Recreation Center**
- **Eagle Mountain City Recreation Center Feasibility Study**
- **East Millcreek Library and Senior Center Program**
- **Farmington Gymnasium & Playfields**
- Foothills Recreation Center
- Freestone Recreation Center
- Ft. Duchesne Community Center
- Ganado USD No. 20 Aquatic Center
- Glendale Recreation Center Expansion
- Green Valley Sports Center
- Hess Recreation Center
- Holbrook Community Rec Center Feasibility Study
- Kaysville Recreation Center Feasibility Study
- Kenecott Wellness Center
- Leigh Pratt Aquatic
- **Lindon Aquatic and Recreation Center Program**
- **Lindon City Pool**
- **Marshall N. White Community Center Replacement**
- Mesquite Recreation Center
- Monticello Indoor Pool
- Nephi Recreation Center Feasibility Study
- North Summit Community Center
- Northwest Recreation Center Master Plan
- **Oquirrh Park Fitness Center**
- **Park City Municipal Athletic & Rec Center Feasibility Study & Master Plan**
- **Park City Municipal Athletic & Rec Center (MARC)**
- Paul Stock Aquatics & Recreation Center
- Payson City Pool
- Pinedale Aquatic and Recreation Center
- Piñon USD No. 4 Practice Gym Addition
- **Provo Community Recreation Center**
- Snowflake USD No. 5 Snowflake HS Gym Addition
- **Sorenson Unity Center**
- **South Davis Recreation Center**
- **South Summit Aquatic and Fitness Center**
- **South Weber Recreation Center**
- Southern Utah University Athletic Facilities Program
- **Springville Recreation Center Feasibility Study**
- **Springville Recreation Center Syracuse Community Center**
- Tumbleweed Recreation Center Feasibility Study
- **Uintah Recreation District Master Plan**
- University of Utah Eccles Football Center
- University of Utah Huntsman Center Master Plan
- University of Utah Indoor Practice Facility
- University of Utah Recreation Athletics, and College of Health Facilities Study and Master Plan
- Utah Winter Sports Park, Bear Hollow
- Utah State University Ath. Training/ Competition Facility
- Utah State University Athletics-Academics Complex
- Utah State University Strength/ Conditioning Study
- Wasatch County Library and Senior Center
- Wasatch Springs Plunge Feasibility Study
- Wasatch County School District Aquatic Center
- Weber State University Wildcat Center
- West Valley City Events Center
- West Valley Family Fitness & Recreation Center
- Westminster College Health, Wellness, & Athletic Center
- Westminster College Payne Gymnasium Renovation



Spanish Fork Recreation Center



Provo Community Recreation Center



Springville (Clyde) Recreation Center



Marshall White Community Center Replacement

Staff Qualifications

Sandy City



Brent Tippetts, AIA
Principal in Charge



Nick Shrier, Assoc. AIA
Project Manager



Whitney Ward, AIA, LEED^{AP} BD+C
Community Engagement Expert



Dannon Rampton, IIDA, NCIDQ, CCID
Interior Designer

---□ **Robert Moyle, SE**
STRUCTURAL ENGINEER
ARW Engineers

---□ **Win Packer, PE, LEED^{AP}**
MECHANICAL ENGINEER
WHW Engineering, Inc.

---□ **Steve Gilbert**
LANDSCAPE ARCHITECT
Arcsitio Design

---□ **Philip Borup, LC**
ELECTRICAL ENGINEER
Envision Engineering

---□ **Tom Anderson**
AQUATICS
Water Design, Inc.

---□ **TBD**
CIVIL ENGINEER

Brent Tippets, AIA

Principal in Charge

Education

Architectural Study | University of Utah

Licenses & Certifications

Licensed Architect | Utah
(133912-0301)

Professional Affiliations

Member | American Institute of Architects (AIA)

Member | Utah Recreation & Parks Association

Member | National Recreation & Parks Association

Since 1984, Brent has been shaping the architectural landscape of the Intermountain West. He is a recognized thought leader in sports and recreation design and planning and has been involved in dozens of community projects over nearly 40 years.

Brent's dynamic personality and thoughtful design approach enable him to guide complex projects to elegant solutions. Through his portfolio of work, you can see the strong mark he has left on the architectural landscape throughout the western United States.

Selected Experience

- Marshall White Community Center Replacement | Ogden, UT
- Spanish Fork Recreation Center | Spanish Fork, UT
- Provo Community Recreation Center | Provo, UT
- Springville (Clyde) Recreation Center | Springville, UT
- South Davis Recreation Center | Bountiful, UT
- South Summit Aquatic & Fitness Center | Kamas, UT
- Dimple Dell Recreation Center | Sandy, UT

- Cottonwood Heights Multipurpose Pool | Cottonwood Heights, UT
- Park City Municipal Athletic & Recreation Center Feasibility Study & Master Plan | Park City, UT
- Park City Municipal Athletic & Recreation Center (MARC) | Park City, UT
- Payson City Pool | Payson, UT
- Austin Aquatics & Sports Complex | Austin, TX
- Carson City Recreation Center | Carson City, NV
- Freestone Recreation Center | Gilbert, AZ
- Hurricane Recreation Center | Hurricane, UT
- Leigh Pratt Aquatic Center | Tooele, UT
- Lindon City Pool | Lindon, UT
- Monticello Pool | Monticello, UT
- Pinedale Aquatic Center | Pinedale, WY
- Saratoga Aquatic Center Feasibility Study | Saratoga, WY
- Weber State University Swenson Gym Pool Remodel | Ogden, UT
- Utah Winter Sports Park | Park City, UT



Nick Shrier, Assoc. AIA

Project Manager

Education

BS, Architectural Studies | University of Arizona

Professional Affiliations

Associate Member | American Institute of Architects (AIA)



Nick has over 12 years of experience as an architect and has been with VCBO since 2018. Before joining VCBO, Nick worked for architecture firms in New York City and France, where he contributed to the built environment in North America, Europe, Africa, and the Middle East. His experience ranges from large commercial projects to athletic facilities, and schools. He is passionate about architectural design and its influence on culture and society. He believes in a multifaceted approach to that balances design, societal context, and energy-efficiency.

He believes that innovative design solutions can solve real-world needs while remaining within the boundaries of a project's budget. His positive attitude and collaborative efforts make Nick a strong project manager and team leader.

Selected Experience

- Spanish Fork Recreation Center | Spanish Fork, UT
- Park City Municipal Athletic & Recreation Center (MARC) | Park City, UT
- Jordan School District Bingham High School Remodel Phase II | South Jordan, UT

- Jordan School District Bingham High School Remodel Phase IV | South Jordan, UT
- Jordan School District Aspen Elementary School | South Jordan, UT
- Jordan School District West Jordan Elementary School | West Jordan, UT
- Jordan School District Antelope Canyon Elementary School | West Jordan, UT
- Jordan School District Hidden Oaks Elementary School | Herriman, UT
- Alpine School District Central Elementary School Replacement | Park City, UT
- Alpine School District Viewpoint Middle School | Park City, UT
- Davis School District Sunburst Elementary School | Layton, UT
- Provo City School District Provo High School | Provo, UT

Whitney Ward, AIA, LEED^{AP BD+C}, EDAC

Community Engagement Expert

Education

MArch | Montana State University

Master of Real Estate & Development | University of Utah

Licenses & Certifications

Licensed Architect
Utah (7716538-0301)

Professional Affiliations

Member, Past Board Member | American Institute of Architects (AIA)

Member | Urban Land Institute (ULI)

Member, Past Director | Women in Architecture, Utah

Past Board Chair | US Green Building Council, Utah Chapter

Advisory Council | Montana State University School of Architecture

Dean's Advisory Council | University of Utah College of Architecture + Planning

Whitney is a Principal at VCBO and has been with the firm since 2007. As a community engagement expert, she works closely with clients and stakeholders to better understand community needs. Her efforts have led to numerous successful public projects that have become deeply woven into the fabric of local communities.

Also an expert in sustainability, Whitney guides clients through planning, design, and documentation processes to promote sustainable design initiatives.

She embraces a holistic design approach that ensures functionality, flexibility, and durability are at the forefront of the projects she works on, while ensuring that community needs are being met.

- City of Driggs Aquatic Feasibility Study | Driggs, ID
- University of Utah Recreation & College of Health Facility Study | Salt Lake City, UT
- Utah State University Laub Academic & Athletics Building | Logan, UT
- Utah State University Wayne Estes Athletics and Training Center | Logan, UT
- Weber State University Stromberg Student Activity Center | Ogden, UT

Selected Experience

- Marshall White Center Feasibility Study | Ogden, UT
- Provo Community Recreation Center | Provo, UT
- Springville (Clyde) Recreation Center | Springville, UT
- West Jordan Aquatic & Recreation Center | West Jordan, UT



Dannon Rampton, MFA, IIDA, NCIDQ, CCID

Interior Designer

Education

MFA Interior Architecture & Design
| Academy of Art University (San Francisco, CA)

Licenses & Certifications

Licensed Commercial Interior Designer
Utah (11795582-0401)

Professional Affiliations

Member | International Interior Design Association



Dannon has over 15 years of experience and joined VCBO in 2016. He is passionate about creative problem-solving, custom furniture design, and unique applications for common materials. His aptitude for innovation empowers him to design unique interiors and building aesthetics that meet client needs and expectations.

He believes that thoughtfully designed spaces can create meaningful experiences for a building’s occupants. By working collaboratively with the architectural team and the client, Dannon discovers a project’s unique needs to implement design solutions that are not only beautiful but that also solve real-world needs.

Selected Experience

- Marshall N. White Community Center Replacement | Ogden, UT
- Springville (Clyde) Aquatic Center | Springville, UT
- Spanish Fork Recreation Center | Spanish Fork, UT
- Davis School District Whitesides Elementary | Layton, UT

- Washington County School District Water Canyon High School | St. George, UT
- Jordan School District Bingham High School Remodel Phase II | South Jordan, UT
- David School District Career & Technical Education (Catalyst) Center (CTE) | Kaysville, UT
- Provo City School District Timpview Phase I Rebuild | Provo, UT
- David School District Junior High School #18 | Bountiful, UT
- Jordan School District Bingham High School Remodel Phase IV | South Jordan, UT
- Park City School District Jeremy Ranch Elementary Addition | Park City, UT
- Park City School District McPolin Elementary Addition | Park City, UT
- Park City School District Parley’s Elementary Addition | Park City, UT
- Park City School District Trailside Elementary Addition | Park City, UT
- Park City School District #4 Elementary School Additions and Remodels | Park City, UT



Robert Moyle, SE

STRUCTURAL ENGINEER

License #276196-2203

Robert “Doc” has engaged in structural consulting including design and analysis of new structures, structural investigations, and upgrade designs of existing structures for more than 25 years. Doc has worked on more than 10 recent recreation and community centers. His knowledge, experience, and attention to detail will help ensure that your project will be a success.

ARW Engineers



Philip Borup, LC

ELECTRICAL ENGINEER

As a registered Lighting Certified Professional, Phil has more than 16 years of electrical engineering experience. He has designed thousands of square feet of recreational projects—from community recreation centers, aquatic facilities, fieldhouses, and school athletic centers. Phil will be responsible for managing the project from inception to completion, including the design and specification of electrical, lighting, low voltage, and security systems.

Envision Engineering



Win Packer, PE, LEED^{AP}

MECHANICAL ENGINEER

License #375080-2202

With 23 years of experience as an engineer with WHW mechanical Win has served as the principal engineer on numerous sports and recreation center projects. Included in his design experience are fitness centers, sports fields, ice rinks, and pools. He is an expert at developing HVAC and plumbing systems that balance maximum environmental sustainability, building comfort, and system dependability.

WHW Engineering, Inc.



Steve Gilbert

LANDSCAPE ARCHITECT

A founding principal, Steven is a visionary leader specializing in parks, open space planning, civic and commercial facilities, and design-build. He balances aesthetics and project installation to create timeless places. His creative problem solving approach to landscape architecture is explorative and focuses on bringing art to the landscape and built-environment. His collaborative work, leadership, and organization in produces landmark designs on-time and on-budget.

Arcsitio Design

Previous Experience



Provo Community Recreation Center

Showcasing a modern approach to aquatics and recreation design, the Provo Community Recreation Center highlights a range of community-inspired amenities and demonstrates VCBO's capacity for imaginative design. This forward-thinking facility reaches beyond the standard recreation center, delivering a holistic recreation experience for the local community.

Intensive workshops with local community members and stakeholders led to the development of innovative design features. The facility's teen pool features a rope swing, deep-water wet climbing, and a cliff jumping experience reminiscent of Lake Powell in southern Utah. In addition to multiple pools, the recreation center also features a full gymnasium, innovative locker rooms, state-of-the-art racquetball courts, community rooms, and an outdoor skatepark — providing an integrated experience under one roof.



OWNER
Provo City

LOCATION
Provo, UT

SIZE
156,608 SqFt

COMPLETED
2013

Marshall White Community Center Replacement

OWNER
Ogden City Corporation

LOCATION
Ogden, UT

SIZE
68,000 SqFt

COMPLETED
Est. 2024



The Marshall N. White Community Center opened its doors in 1968 and stands as the sole community recreation center for Ogden to date. Since opening, the Center has served as a community hub and recreation space for children, adults, and seniors. However, it has not undergone any significant renovations since opening and has become worn and outdated.

Working with Ogden City, VCBO developed a comprehensive plan and design for a new 68,000-square-foot facility. The new space will host a diverse range of features including an exercise area, gym, pool, fieldhouse, and running track. In addition to recreation utilities, it will also offer various community programs including cooking seminars and fitness classes.

As a beloved community center, it was important for the new facility to reflect the unique history of the center while better serving the community. The Marshall N. White Community Center is set for a transformative upgrade that will positively impact the community.

Spanish Fork Recreation Center

OWNER

Spanish Fork City

LOCATION

Spanish Fork, UT

SIZE

130,000 SqFt

COMPLETED

Est. 2025



Currently underway, the Spanish Fork Recreation Center will feature indoor and outdoor leisure pools as well as a competition pool, an senior center, multipurpose gyms, fitness areas, and an innovative indoor track.

It was important that the new recreation center included a indoor and outdoor aquatics, a double gymnasium, large fitness space, and an indoor track feature to provide all-season accessibility. Early planning revealed that the City wanted an vibrant, open, and transparent facility that allowed for 360-degree views of the surrounding landscape and internal activities.

The building design provides open clear views from all areas of the facility into adjoining spaces. Large glass sections are provided on all sides of the structure and offer spectacular views of the Wasatch Mountains to the east and Utah lake to the west. A sloped running track loops through the facility and provides connection with adjoining activities such as the pools, gym, lobby, and fitness areas.

The sloped track is one of the most notable features of the facility, which also includes a lazy river that provides a connection between the indoor pool area and the outdoor activity pool. The building's industrial mountain aesthetic ties the architecture into the surrounding environment, creating a cohesive structure that reflects nature.



Springville (Clyde) Recreation Center

The Clyde Recreation Center began with a feasibility study completed by VCBO in conjunction with an informative operational plan. After a public bond initiative successfully passed, VCBO worked with the City to begin the design of the exciting and much-needed facility.

The new Clyde Recreation Center provides a unique experience when compared with other facilities in the region. Working alongside Springville City, VCBO developed a new facility capable of engaging recreation enthusiasts in the Springville community and beyond. In addition to an innovative outdoor pool, the facility also includes four indoor pool that accommodate various needs and age ranges.

The center also features multiple family locker rooms, full-sized gymnasium, dance studio, running track, multiple cardio areas and a dedicated space for childcare. These areas are enhanced by large windows that provide natural daylighting as well as breathtaking views of the nearby Wasatch Mountains.



OWNER
Springville City

LOCATION
Springville, UT

SIZE
65,870 SqFt

COMPLETED
2019

South Davis Recreation Center

OWNER
Bountiful City

LOCATION
Bountiful, UT

SIZE
180,000 SqFt

COMPLETED
2006



The South Davis Recreation Center provides a multitude of state-of-the-art recreation amenities including indoor and outdoor pools, gymnasiums, and an ice arena. One unique feature in the center is the bouldering cave, which offers an alternative approach for those with a climbing interest. The multi-purpose court provides space for diverse activities including football leagues, in-line hockey, basketball, and soccer.

The building's exterior reflects the shapes of the mountain backdrop. This rhythm is repeated throughout the facility — in the views of the Wasatch Range from the ice rink and running track, to the soaring angles and lines of the building.

The South Davis Recreation Center, at the time of opening, was the largest facility of its kind in the state of Utah and instantly popular as a recreation destination. It is jointly used by five Davis County cities including Bountiful, Centerville, North Salt Lake, Woods Cross, and West Bountiful.

References



Provo Community Recreation Center

SCOTT HENDERSON
Parks & Recreation Director
Provo City Corporation

+1 801 852 6602
shenderson@provo.utah.gov

351 West Center Street
Provo, UT 84603



Park City Municipal Activity Recreation Center

KEN FISHER
Recreation Director

+1 435 615 5411
ken@parkcity.org

445 Marsac
Park City, UT 84060

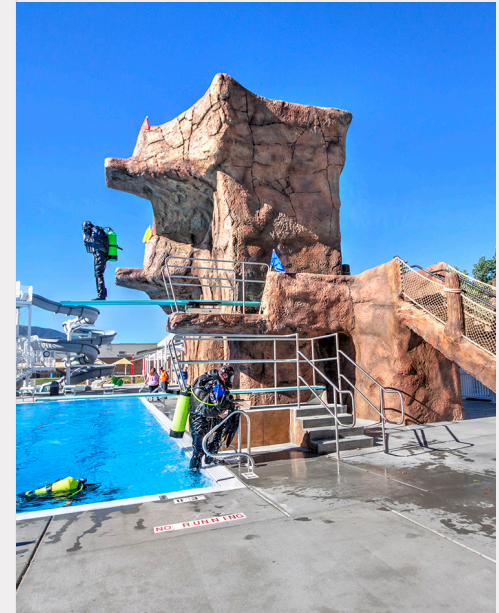


Spanish Fork Recreation Center

DALE ROBINSON
Director
Spanish Fork Parks & Recreation

+1 801 804 4600
daler@spanishfork.org

775 North Main Street
Spanish Fork, UT 84600



Cottonwood Heights Recreation Center

BEN HILL
Cottonwood Heights Parks & Recreation Organization

+1 801 943 3190

7500 South 2700 East
Salt Lake City, UT 84121

Project Understanding & Approach

Project Understanding & Approach

Understanding Sandy City's Vision

Our team has thoroughly reviewed the feasibility study developed by AECOM. We understand the future vision of the Alta Canyon Sports Center and are excited about the potential of this exciting new community center. **We understand the importance of creating a vibrant and inclusive space that will serve as a centerpiece for the community, fostering a sense of wellness, engagement, and connection.** We are excited about the vision Sandy City holds for the future, as it aligns with VCBO's values and expertise.

We understand that Sandy City is looking to create a new community and recreation center that is:

1. Community-oriented with gathering spaces and social rooms
2. Focused on local users with all-season accessibility
3. Mindful of the interaction between indoor and outdoor environments
4. Innovative with "outside the box" features and amenities
5. Efficient and operational

Our experienced team has had the opportunity to work on similar projects over the course of 50 years and is committed to supporting your unique vision. Below we further explore our understanding of the vision for the new Alta Canyon Sports Center.

1. Fostering Community Engagement

Community engagement is a vital process in the design and development of public spaces. **Whitney Ward, our community engagement expert, will work closely with Sandy City stakeholders, the ACSC Board of Directors, and the local community through the**

public engagement process to shape a sports center that supports and responds to the needs of Sandy City's local community.

Our processes is time-tested and has resulted in hundreds of successful public projects including sports and recreational facilities. We will work closely with your team throughout these processes to ensure beautiful outcomes for the City.

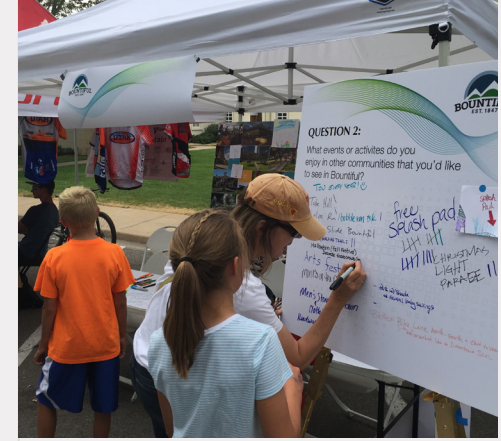
2. Artful Balance of the Environment

Architecture that seamlessly integrates the indoor and outdoor environments has a **significant influence on human psychology, emotion, and overall wellness.** With an artful balance between the built environment and the surrounding landscape, we can create a facility that is supportive of the community's well-being. By embracing natural elements as integral components of the design, we can invite the outside world in.

Expansive windows, skylights, and open-air courtyards bring abundant natural light and fresh air, creating a harmonious connection with the outdoors. By thoughtfully incorporating greenery, unique water features, and outdoor community areas, we can further enhance the experience of the Alta Canyon Sports Center, making it a truly unique experience for the community. This holistic approach not only nurtures a **deep sense of well-being but also celebrates the wonders of the natural world,** inspiring awe and reverence for our environment.

3. All-Season Accessibility

In addition to designing a facility that balances the indoor and outdoor environments, we can promote all-season accessibility. By incorporating innovative strategies, we can create **comfortable environments that are flexible and adaptable** so that the local community can make the most of the new Alta Canyon Sports Center year-round.



From retractable roofs and climate-controlled arenas to golf simulators and sloped indoor tracks, facilities that **support all-season accessibility ensure that community members, athletes, and enthusiasts can participate in their favorite sports regardless of the season.** VCBO has experience designing facilities of this nature and will engage with the community and stakeholders to define the needs and amenities that support the vision and needs of the City.

4. Innovative Features & Amenities

A leading architect in the Mountain West, Brent Tippets has garnered industry recognition for promoting innovative design for sports and recreation facilities. As the principal in charge, he will work closely with the City and stakeholders to define unique features and amenities that will meet the needs of the local community.

Unique features and amenities may include, but are not limited to:

- Health clinics and community classes
- Nature-based activities
- Computer labs and gaming areas that encourage wellness
- Child centers that promote physical and active learning
- Sloped running tracks that mimic the outdoor environment
- Locker room lounges

By incorporating a mix of sustainable and artful design, innovative technology, and forward-thinking amenities, we can design a facility that is truly unique to Sandy City and the greater Salt Lake City Valley.



5. Design that Supports Energy Efficiency & Well-Being

Our team understands that Sandy City holds energy and operational efficiency as a priority for the ACSC replacement.

At VCBO, we strive to create buildings that have a **positive impact on the community and the environment, while providing cost-effective solutions and operational efficiency** for our clients. As a leader in energy-efficient design, we have designed numerous energy-efficient buildings, including:

- 49 LEED Certified projects
- Six net-zero energy projects
- Nine net-zero energy-ready projects
- Numerous ultra-low energy buildings that could readily become net-zero with the addition of a renewable energy system or purchase of renewable offsets



Whitney Ward is an expert in energy efficiency and best sustainable practices. We know that design decisions have a lasting impact on the overall energy use and functionality of our buildings. We will work with Sandy City and the stakeholders to identify the most valuable investments upfront to minimize their environmental footprint and maximize value in the long-term. By bringing innovative solutions to each project, we aim to reduce energy use and improve our air quality, while also reducing long-term operational costs for our clients.

Project Management & Approach

VCBO brings 50 years of experience in programming and designing sports and recreation facilities for communities across the Mountain West. This experience has prepared us with the expertise needed to guide you as you consider the unique characteristics of your community and the specific objectives for the Alta Canyon Sports Center. We will ensure your current and future needs are met by accommodating the technology, functional space requirements, and utilities needed to support the Alta Canyon Sports Center while keeping your vision at the forefront of our efforts.

We Listen, Engage, & Value Your Expertise

We carefully listen to you and your needs to provide experience-backed guidance to create a program and vision that reflects your vision and needs..

Our team will focus on meeting the needs of Sandy City with an emphasis on program, budget, schedule, and quality. We will start with validating the programming information developed during the feasibility study, which will include an internal review and meetings with key stakeholders such as recreation staff, community members, City officials and other stakeholders.

From our experience, the best programming information comes through face-to-face meetings with the individuals who are familiar with the working elements of the facility. After each meeting, we will provide meeting notes that highlight key topics and identify responsibility for follow-up items. The meeting notes will include program highlights for each space including assigned square footages, quantities, and FF&E information.

During program verification, we will review the previous geotechnical study and determine if additional information is required. We will also review any additional information from previous work and meet with Sandy City Planning to gain a clear understanding of their requirements.

Our team has extensive experience working with steering committees composed of community members, recreation staff, and city officials. We would be very excited to work with the City team to verify that our design approach effectively represents the current and future needs of the new Alta Canyon Sports Center and the greater Sandy City area.



Detailed Work Plan & Key Phases

1. Scoping, Site Assessment, & Conceptual Design Review

Programming and concept development will guide the entire design process. During the programming phase, our team will work closely with staff to determine the site plan configurations, key design features, and required amenities. After the planning phase, the team will submit a concept to the steering committee for review and preliminary approval to ensure the design moves forward smoothly.

Throughout this process, we will use a range of tools. From sketching on fodder over aerial photographs to 3D concept modeling, we will collectively create and convey the vision for the project. These tools enable us to illustrate the vision as it evolves and supports both buy-in and comprehension of the concept by the entire team.

We will conduct an energy workshop during the concept development phase to define energy-efficiency goals with the steering committee and the project stakeholders. We will document the decisions from this workshop to ensure the goals are integrated into all future phases of the project.



Key Deliverables

- Regular meetings with Steering Committee
- Interview key stakeholders
- Evaluation of sites
- Identify project constraints
- Facility program
- List of zoning requirements
- Owner Performance Requirements (OPR)
- List of sustainability goals and objectives

2. Schematic Design

Schematic design transforms the conceptual design into a more detailed, physical plan and a 3D building. The ultimate goal is to produce detailed designs and supporting visualizations to direct the project moving forward.

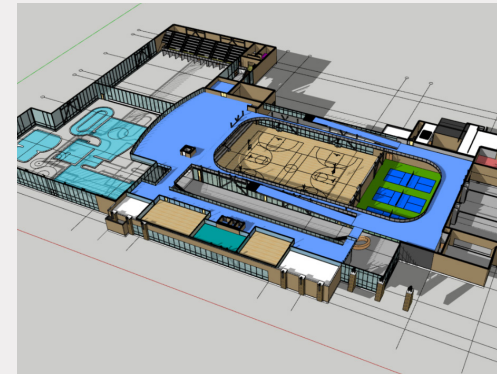
Several important design decisions are made during schematic design — from floor plan and configuration to unit expectations and internal adjacencies. We also assess the building massing, site plans, exterior materials, and conceptual designs into more refined concepts at this phase. We will work closely with the steering committee to address these important decision opportunities.

Consulting engineers will begin to integrate their work during Schematic Design, ensuring the system performance expectations are clearly defined and the coordination of systems begins early. We will also verify the sustainability goals for the project and confirm that they are achievable. At the end of this phase, we will ensure the design is aligned with the project budget, utilizing cost estimates to guide the decision-making process.

Lastly, our team will assist Sandy Parks and Recreation in facilitating public outreach and community engagement efforts, providing all necessary materials and public event support. Based on community and stakeholder feedback, we will further refine concepts as requested.

Key Deliverables

- Regular meetings with staff
- Itemized zoning requirements
- Colored site plans and site amenities
- Colored floor plans
- Exterior elevations and renderings
- Area comparison against the program
- Cost estimate



Detailed Work Plan & Key Phases

3. Design Development

Design development is the refinement of design, integration of building systems, and verification of decisions made in the schematic design phase. We will work closely with you to determine system options; review cost boundaries associated with the options; evaluate life-cycle costs; and select cost-effective mechanical, electrical, technological, and acoustic systems. We will then collaborate closely with our consulting team to integrate the selected systems, ensuring we achieve the project goals, energy objectives, and performance expectations.



Validation of the building performance, based on the proposed design, will occur during design development, and documentation of compliance with the sustainability goals for the project will be provided.

By the completion of the Design Development phase, the major decisions have been made and the design is generally finalized. This level of detail will support the project leadership team as you validate the project budget prior to the construction document phase.

4. Construction Documentation

Construction documentation is the process of generating detailed documents from which the contractor will build. During this critical phase, we commit to providing a complete set of construction documents with one single bid package (unless additional packages are requested). We will work closely with our consulting team and the selected CM/GC to ensure our documents are well-coordinated and comprehensive.

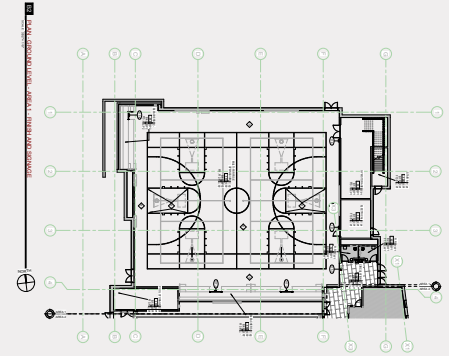
We pride ourselves on our thorough and complete construction documents. These documents result in reduced change orders, effective construction bids, and reduced overall project costs. We will work closely with the selected contractor (or if a CM/GC is selected, with our cost estimator) throughout this phase, making certain the construction documents reflect the most constructible, cost-effective approach for the project.

Entitlement processes occur toward the completion of the construction documentation phase. At this point, our team will submit drawings for approval to the authorities having jurisdiction (AHJ) and collaborate with the AHJ to refine the documents and achieve appropriate approvals and permits.

Concurrent with this jurisdictional review, we will complete a page-turn with the steering committee and the selected contractor. This process ensures the overall design, system configuration, and performance expectations are in alignment and that there is a clear understanding of the forthcoming construction process.

5. Construction Administration

Construction administration is our on-site observation of the construction process, ensuring the contractor meets all of the project requirements. We will make certain the quality of construction meets your standards and expectations.



Staff Availability

Staff Availability

Efficient Staffing & Time Management

Over our 50 years, we have developed a comprehensive project management process that allows us to effectively plan and allocate resources.

Our team will work closely with Sandy Parks and Recreation to develop timeline, setting clear milestones and deadlines to keep the project on track. We will prioritize open and transparent communication, enabling us to address any potential delays or staffing issues.

While the proposed team will be fully committed to this project, **we also have over 100 employees that can be utilized as needed**, ensuring that we maintain consistent staffing throughout the duration of the project.

Our commitment to time management and consistent staffing enables us to deliver exceptional solutions within the agreed-upon timelines.

The following percentages represent the time each team member will commit to throughout each phase of the project.

Key Phases and % of Time Committed



Brent Tippetts, AIA
Principal in Charge

PD	SD	DD	CD	CA
30%	50%	40%	30%	20%



Nick Shrier, Assoc. AIA
Project Manager

PD	SD	DD	CD	CA
30%	70%	70%	90%	45%



Whitney Ward, AIA, LEED^{AP BD +C}
Community Engagement Expert

PD	SD	DD	CD	CA
50%	20%	15%	15%	5%



Dannon Rampton, IIDA, NCIDQ, CCID
Interior Designer


PD	SD	DD	CD	CA
20%	35%	50%	80%	20%

Exhibit A

Insurance

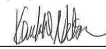
Insurance

VCBO is currently insured for up to **\$2 million per occurrence** and **\$4 million in the aggregate**.

 CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/10/2023
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Lori Anderson PHONE (A/C, No, Ext): (801) 364-3434 642 FAX (A/C, No): (801) 355-5234 E-MAIL ADDRESS: Lori.Anderson@american-ins.com	
INSURED		INSURER(S) AFFORDING COVERAGE NAIC #
Valentiner Crane Brunjes Onyon Architects L.L.C. dba VCBO Architecture 524 S 600 E Salt Lake City, UT 84102		INSURER A : Travelers Ind Company of Conn. 25682
		INSURER B : Phoenix Insurance Company 25623
		INSURER C : Travelers Prop Cas Co of America 25674
		INSURER D : Farmington Casualty Company 41483
		INSURER E : XL Specialty Insurance Company 37885
		INSURER F :

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6800J888761	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA7R853742	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP6317Y764	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB6J309220	5/15/2023	5/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof Liab Claim Made		DPR9996507	8/3/2022	8/3/2023	Per Claim \$ 2,000,000
E	Retro Date 1/1/1973		DPR9996507	8/3/2022	8/3/2023	Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Insurance Verification Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

VCBO

For people to
thrive.

SLC (HQ)

524 South 600 East
Salt Lake City, UT 84102

+1 801 575 8800
vcbo.com

STG

20 N. Main Street, Suite 103
St. George UT 84770

Exhibit C

EXHIBIT C

ANTI-BOYCOTT CERTIFICATION

(Current as of May 5, 2023)

This certification is required by Utah State law where the contractor has at least ten full-time employees and the value of the contract is \$100,000 or more.

In accordance with Utah Code Section 63G-27-201, by executing the contract to which this exhibit is attached, the contractor certifies that:

- 1) it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract; and
- 2) it is not currently engaged in an economic boycott as defined by Utah Code Section 63G-27-201 and agrees to notify Sandy City in writing if it begins engaging in such an economic boycott. Such notice shall be given to Sandy City within 10 days of beginning the economic boycott. The contractor's notice may be grounds for termination of the contract.

Exhibit D



VCBO 2024 Hourly Rates

Title	Hourly Rate
Principal/Partner-in-Charge	\$245.00
Principal Design Expert	\$220.00
Principal Planner	\$220.00
Project Manager/Architect	\$175.00
Specification Writer	\$175.00
Senior Interior Designer	\$175.00
Interior Designer	\$150.00
Project Coordinator	\$135.00
BIM Technician	\$100.00
Graphic Designer/Rendering	\$150.00
Project Assistant	\$65.00



VALECRA-01

LANDERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Lori Anderson PHONE (A/C, No, Ext): (801) 364-3434 642 FAX (A/C, No): (801) 355-5234
	E-MAIL ADDRESS: Lori.Anderson@american-ins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Hartford Underwriters Ins. Co.	NAIC # 30104
INSURER B : Nutmeg Insurance Company	39608
INSURER C : Trumbull Insurance Company	27120
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED
 Valentiner Crane Brunjes Onyon Architects L.L.C.
 dba VCBO Architecture
 524 S 600 E
 Salt Lake City, UT 84102

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		34SBWBE7UTN	5/15/2024	5/15/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34UEGAE2310	5/15/2024	5/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBWBE7UTN	5/15/2024	5/15/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		34WEGBE7UVK	5/15/2024	5/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Prof Liab Claim Made			DPR5015850	8/3/2023	8/3/2024	Per Claim	2,000,000
D	Retro Date 1/1/1973			DPR5015850	8/3/2023	8/3/2024	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Alta Canyon Rec Center
 Sandy City, their officers, officials, employees and volunteers are Additional Insureds to General Liability per written contract.

CERTIFICATE HOLDER

CANCELLATION

Sandy City 10000 S Centennial Pkwy, Ste 330 Sandy, UT 84070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.